

SELLER'S PROPERTY DISCLOSURE STATEMENT (Page  
(NOT A WARRANTY)

We believe these are the correct conditions and restrictions. However, no examination of the title has been made and Fidelity National Title Company assumes no liability for any additions, deletions or corrections.

# SPRINGRIDGE NO. 1

A SUBDIVISION LOCATED IN THE N.W. 1/4,  
SECTION 24, T.1N., R.2W., W.M.,  
WASHINGTON COUNTY, OREGON

GINTHER / SEA JULY, 1976  
SCALE: 1" = 50'

POSTMONUMENTATION

(C.R. # 1175)

POSTMONUMENTATION  
C.R. # 1175  
CL. 170.00, 41.00, 58.00  
CL. 57.00, 20.50, 58.00

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30.52

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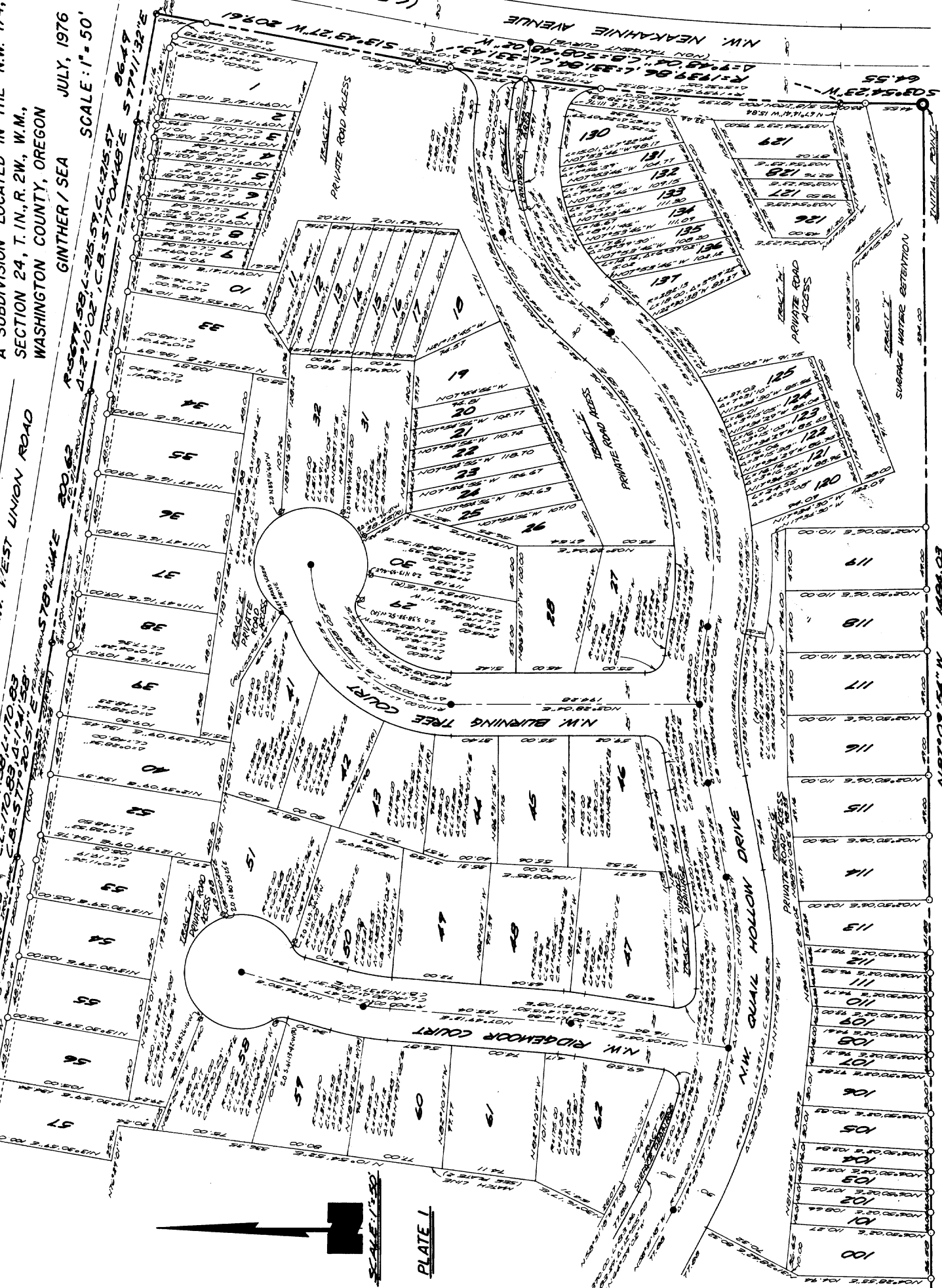
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SCALE: 1" = 50'

PLATE I

ROCK CREEK COUNTRY CLUB GOLF COURSE

N 87° 09' 58" W 1484.03

SURFACE WATER RETENTION

PRIVATE ROAD ACCESS

PRIVATE ROAD ACCESS

PRIVATE ROAD ACCESS

SURVEYOR'S CERTIFICATE SPRINGRIDGE -

I, JOHN T. GUYER, being first duly sworn, depose and say that I have examined the plat of Springridge and that the same has been lawfully prepared and that I am a duly licensed Surveyor in the State of Oregon...

Approved: May 24, 1977  
John T. Guyer, Surveyor

I certify that this is an exact copy of the plat of Springridge, No. 1, as shown to me this 24th day of August, 1977.



APPROVALS

Approved: May 24, 1977  
Steve W. Miller, Mayor  
City of Springridge, Oregon

Bill Brown, Commissioner  
Washington County Board of Commissioners

Approved: May 29, 1977  
M. L. Thompson, Director of Public Health  
Washington County Dept. of Public Health

Approved: May 29, 1977  
State of Oregon  
County of Washington

Approved: May 29, 1977  
M. L. Thompson, Director of Public Health  
Washington County Dept. of Public Health



Commissioner  
C. W. L. Smith  
Washington County Board of Commissioners

Approved: this 18th day of MAY 1977  
R. C. [Name]  
Washington County Board of Commissioners

Approved: Oct 15, 1978  
James I. Mc Coy, Jr.  
Washington County Board of Commissioners

Approved: October 19, 1978  
M. L. Thompson  
Director of Public Health  
Washington County Dept. of Public Health

Approved: [Name]  
Director of Public Health  
Washington County Dept. of Public Health

ACKNOWLEDGEMENT

This is to certify that on this 24th day of August, 1977, the plat of Springridge, No. 1, as shown to me this 24th day of August, 1977...

Approved: [Name], Surveyor

DEDICATION

Having first duly sworn, I depose and say that I have examined the plat of Springridge, No. 1, as shown to me this 24th day of August, 1977...

PLAT RESTRICTIONS

THE SURVEYOR HAS EXAMINED THE ORIGINAL AND REPRODUCED THE SURVEYOR HAS EXAMINED THE ORIGINAL AND REPRODUCED THE SURVEYOR HAS EXAMINED THE ORIGINAL AND REPRODUCED...

POSTMONUMENTATION

THE SURVEYOR HAS EXAMINED THE ORIGINAL AND REPRODUCED THE SURVEYOR HAS EXAMINED THE ORIGINAL AND REPRODUCED THE SURVEYOR HAS EXAMINED THE ORIGINAL AND REPRODUCED...

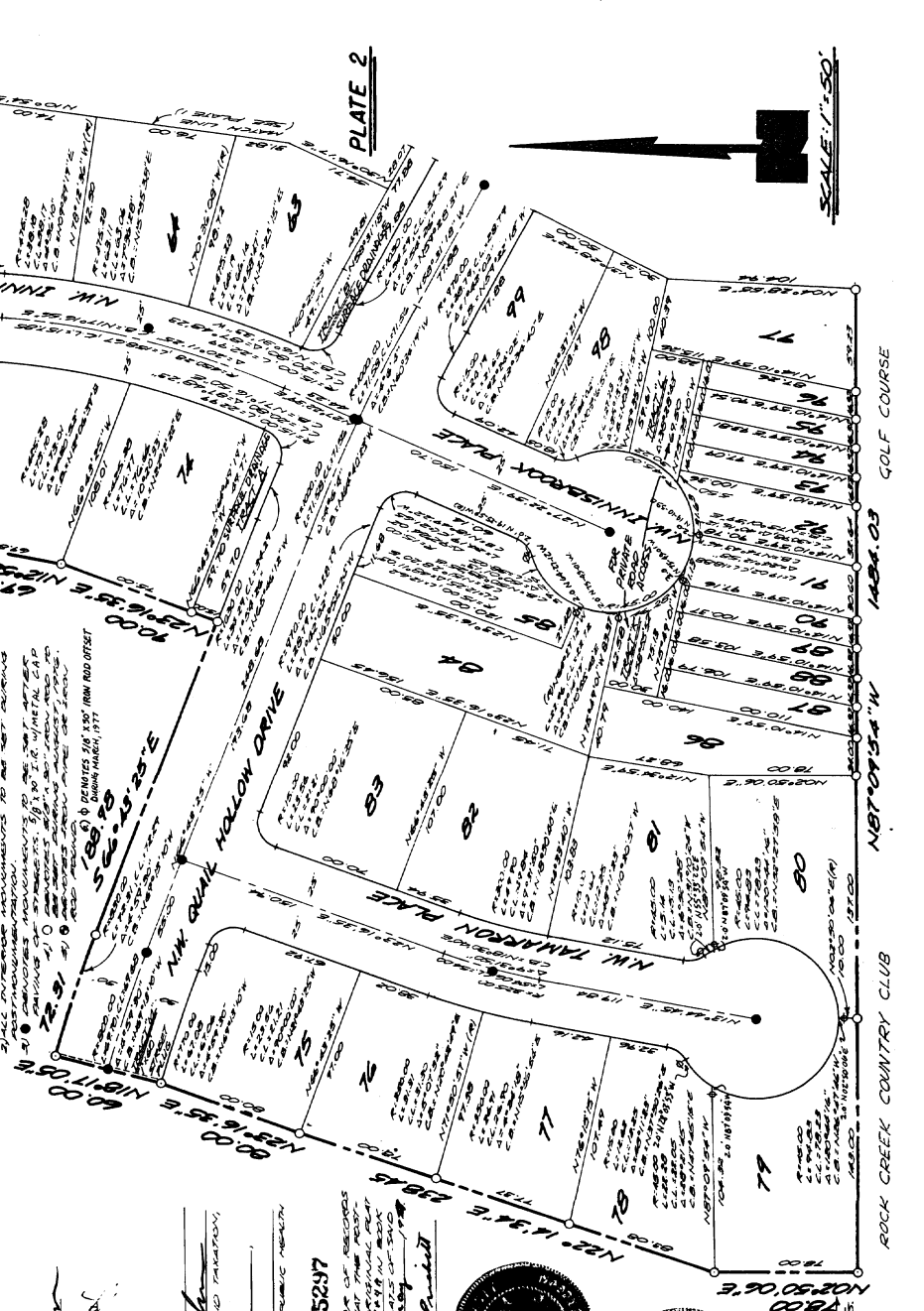


PLATE 2

SCALE 1"=50'

ROCK CREEK COUNTRY CLUB GOLF COURSE

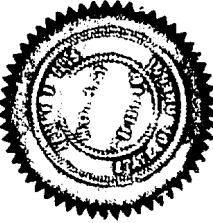


ACKNOWLEDGMENT

State of Oregon s.s.  
County of Washington

This is to certify that on this 2nd day of August, 1977, before me a notary public in and for said county and state, personally appeared John H. Klein, President, and Dwight Haugen, Director, of Wedgwood Homes of Portland, Inc., and Boyd L. Clement, Vice President, of Park City Corporation, the corporations named in the foregoing instrument, that said instrument was signed on behalf of said corporations and also before me.

Notary Public for the State of Oregon  
My Commission Expires 4-17-80



DEDICATION

Know all men by these present that Wedgwood Homes of Portland, Inc., an Oregon corporation, and Park City Corporation, an Oregon corporation, are the owners of the lands in Section 24, T.1N, R.2W, W.M., Washington County, Oregon, as shown on the annexed map and more particularly described in the Surveyor's Certificate hereunto attached, and have caused the same to be surveyed and platted into lots and tracts as shown on the plat, and to be hereby dedicated "Springridge No. 2", and do hereby dedicate all the streets as shown hereon to the public for public use forever.

John H. Klein  
John H. Klein  
President, Wedgwood Homes

Dwight Haugen  
Dwight Haugen  
Director, Wedgwood Homes

Boyd L. Clement  
Boyd L. Clement  
Vice Pres., Park City Corp.

PLAT RESTRICTIONS

1) All common areas designated in this plat and entitled Tract "N" shall be owned and maintained by the Springridge Homeowners Association. All benefits, rights and duties of ownership including but not limited to use and maintenance of all common areas heretofore mentioned shall inure to the Springridge Homeowners Association subject to a blanket easement for common access to the owner of each and every platted lot in this plat and all subsequent plats in the Springridge Series. In the event of failure to fulfill any or all duties and responsibilities of responsible ownership by the said Springridge Homeowners Association, the Board of County Commissioners of Washington County, or its successors or delegates is hereby granted the right to enforce said duties of responsible ownership, including but not limited to reasonable maintenance compatible with the other areas and lots in the plat against the Springridge Homeowners Association, and in the alternative against the owners of each and every platted lot in this plat entitled to common access, jointly and severally by all means provided by law, and alternative liability to forever run and remain with the ownership of said platted lots. Above tract to be used for street purposes.

2) All benefits, rights and duties of undivided and common ownership, including but not limited to the use and maintenance of all common areas designated in this plat and entitled Tracts O, P, & R shall inure to the owner of each and every platted lot in this plat and shall forever run and remain with the ownership of said platted lot and all subsequent plats in the Springridge Series. In the event of failure to fulfill any or all duties and responsibilities of responsible ownership by the said lot owners, and each of them, or by their delegated agent for such, the Board of County Commissioners of Washington County, or its successors or delegates is hereby granted the right to enforce said duties of responsible ownership, including but not limited to reasonable maintenance compatible with the other areas and lots in the plat. However, said duties and responsibilities to maintain and the liability therefrom shall be released subject to the right and responsibility of any existing or future public or private entity that may, with the approval of the Washington County Board of County Commissioners, accept responsibility for maintenance of the aforementioned Tracts O, P, & R. Above tracts to be used for storm drain purposes.

3) Tract "Q" is a 1' x 60' street plug.  
4) A 5-foot non-access strip exists along the North line of Lots 143 & 144 & 145.

APPROVALS

Approved October 26, 1977  
By Robert D. Miller  
Washington County Board of Commissioners, Chairman  
Commissioner  
Bill Scan  
Commissioner

Approved October 18, 1977  
By R.C.P.  
Washington County Surveyor

Approved October 18, 1977  
By Alvin S. Hillman  
Director of Assessment and Taxation, Washington County  
(County Assessor)  
Approved October 19, 1977

By Arnold A. Evans  
Washington County Planning Commission

Approved 18 Oct, 1977  
By A. Hillman

Attest October 27, 1977  
By Dwight Haugen  
Director of Records and Elections, Washington County

Director of Records and Elections  
State of Oregon  
County of Washington s.s.  
14928



I, Roger Thom seen Director of Records and Elections certify that the original plat was recorded on Page 444A in Book 40, record of town plats of said county on the 27th day of October, 1977, at 9:00 clock AM.  
By Deputy Thomas J. Cartwright

State of Oregon  
County of Washington s.s.  
I, Director of Records and Elections certify that the postdocumentation plat of this original plat was recorded on Page in Book ---, record of town plats of said county on this --- day of ---, 19 ---  
By Deputy ---

I certify that this is an exact copy of the plat of Springridge No. 2  
Boyd L. Clement 08/10/77

RESTRICTIVE COVENANT WAIVING RIGHT OF REMONSTRANCE FOR STREET IMPROVEMENT

90-47405 Washington County

AUG 30 1990

We, the undersigned, being the legal owners of real property hereinafter described, do hereby consent to the improvement of NW Neahkanie Road to County standards and NW Quail Hollow Drive to County standards

pursuant to Washington County Ordinances regarding local improvement districts or other similar provisions in effect at the time of subsequent improvement. In consideration of approval of land use action 89-566-S and of not being required to improve the said road at this time, we hereby expressly waive any and all right to remonstrate (oppose) the improvement of such streets in accordance with the County Street Improvement Standards in effect at the time of the improvement, by Washington County pursuant to Washington County Ordinances regarding local improvement districts or other similar provisions in effect at the time of subsequent improvement and the assessment of such costs thereof against said property.

This consent, and waiver to remonstrate, shall expire twenty years from the date hereof but the undersigned owners or their heirs, successors, or assigns shall renew this covenant and extend same for an additional twenty years upon request of Washington County.

The property subject to this consent and waiver of remonstrance is described as follows, to-wit: Lots 120-137 and Tract "H" of "Springridge" located in the NW 1/4 of Section 24, T1N, R2W, WM, Washington County, Oregon (LEGAL DESCRIPTION ATTACHED)

It is hereby intended that this consent to, and waiver of right of remonstrance against, the said street improvements by Washington County and assessment therefore shall be binding on ourselves and all subsequent owners of the hereinabove described property, shall run with the title to the said property to the benefit of Washington County and may be removed only with the consent of Washington County. Upon annexation of any part of the above-described property to a city, this waiver shall automatically be assigned to the city with full rights to enforce its terms.

IN WITNESS WHEREOF, the Grantor below named, by and through its and, has caused this instrument to be duly signed hereto this 10th day of July, 1990.

Delta Inn, Inc.

By Sung Lee Kim, President

STATE OF OREGON ) County of Washington ) ss.

BE IT REMEMBERED that on this 10th day of July, 1990, personally appeared Sung Lee Kim and, who, being duly sworn, did each say that he/she is the president and, respectively, of Delta Inn, Inc. and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors and (he/she/they) acknowledged said instrument to be its voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon My Commission expires: 8-20-93

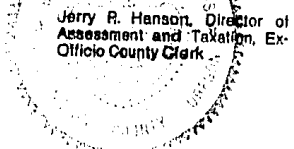
Approved as to form Assistant County Counsel Washington County, Oregon

After recording, please return to Department of Land Use and Transportation

AUG 30 1990

STATE OF OREGON }  
County of Washington } 88

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



Doc : 90047405  
Rect: 39712 18.00  
08/30/1990 04:23:55PM

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Lut-B

RESTRICTIVE COVENANT WAIVING RIGHT  
OF REMONSTRANCE FOR SIDEWALK IMPROVEMENTS

85040404

We, the undersigned, being the authorized officers of Benj. Franklin Fed. Sav. & Loan the legal owners of real property hereinafter described do hereby consent to the improvement of sidewalks within the plat of "Springridge No. 2" pursuant to Washington County and/or city regulations regarding Local Improvement Districts for sidewalks or other similar provisions in effect at the time of subsequent improvement. In compliance with a condition of land use action approval for Springridge No. 2 and of not being required to improve the said sidewalks at this time, we hereby expressly waive any and all right to remonstrance against the formation of such Local Improvement District, by Washington County and/or any city that has jurisdiction and the said assessment of such costs thereof against said property.

This consent, and waiver to remonstrate, shall expire ten years from the date hereof. This restrictive covenant shall in no way limit the County or city government authority in regard to the subject property. It is understood that no final inspection or occupancy permit shall be issued for any building until a sidewalk is constructed.

The property subject to this consent and waiver of remonstrance for sidewalk Local Improvement District is described as follows:

LOTS 164, 166, 167, 168, 169, 170 & 171 OF SPRINGRIDGE NO. 2 SUBDIVISION

It is hereby intended that this consent to, and waiver of right of remonstrance against, the said Local Improvement District for sidewalk improvements by Washington County and/or any city shall benefit the citizens of Washington County and all property owners within said property and shall be binding on ourselves and all subsequent owners of the hereinabove described property and shall be a burden running with the land. This restrictive covenant may only be removed with the written authorization of the Washington County Board of County Commissioners.

IN WITNESS WHEREOF, the Grantor below names, by and through its sr. vice president and secretary, has caused this instrument to be duly signed hereto this 7th day of October, 1985.

THE BENJ. FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION

By [Signature]  
Title SR. VICE PRESIDENT  
By [Signature]  
Title SECRETARY

STATE OF OREGON )  
County of Washington ) ss.  
Multnomah

BE IT REMEMBERED that on this 7th day of October, 1985, personally appeared Ken Lien and Constance G. Curtis, who, being duly sworn, did each say that ~~XXXXXX~~ he/she is the Sr. Vice President and Secretary, respectively, of THE BENJ. FRANKLIN FEDERAL SAVINGS & LOAN ASSN. and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors and (he/they) acknowledged said instrument to be its voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]  
Notary Public for Oregon  
My Commission expires: 4-30-86

NOTE: Section 502-7.2 of ORD No. 281 requires the seller to inform all purchasers of lots where the sidewalk has not been constructed prior to sale of the requirements of Section 502-7 and the existence of this waiver.

Approved as to form  
[Signature]  
Assistant County Counsel for  
Washington County, Oregon

After recording, please return to Department of Land Use & Transportation

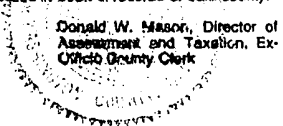
1-2



STATE OF OREGON }  
County of Washington } SS

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Donald W. Mason, Director of Assessment and Taxation, Ex-Officio County Clerk



1985 OCT 10 PM 2:50

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PROTECTIVE COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS FOR  
SPRINGRIDGE NO. 1

Recorded By  
Pioneer National  
Title Insurance Company

344-80493-24

THIS DECLARATION made on the date hereinafter set forth by the undersigned:

WHEREAS, the undersigned are the owners of that certain real property in the County of Washington, State of Oregon, hereinafter referred to as "said property", more particularly described as follows:

SPRINGRIDGE NO. 1, as platted in Book 37 Page 28, Plat Records of Washington County, Oregon, (Exhibit A).

NOW THEREFORE, the undersigned hereby declare that all of said property is and shall be held and conveyed upon the subject of the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. There easements, covenants, restrictions and reservations constitute covenants to run with the land and shall be binding upon all present and future owners of said property, and all persons claiming under them, and shall inure to the benefit of and be limitations upon all present and future owners of the property of any interest therein:

ARTICLE I.

DEFINITIONS

Whenever used in this Declaration, the following terms shall have the following meanings:

1. "Association" shall mean and refer to Springridge Homeowners Association, a nonprofit corporation organized under the laws of the State of Oregon, its successors and assigns;
2. "Said property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by recorded covenants in the manner hereinafter set forth;
3. "Common Area" shall mean all real property, and appurtenances thereto now or hereafter owned by the Association for the common use and enjoyment of the members of the Association;
4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of said property with the exception of Common Areas, and to any parcel of said property under one ownership consisting of a portion of one or more of such lots and/or contiguous portions of two or more contiguous lots and upon which a dwelling has been constructed and occupied;

1- COVENANTS

BOOK 1120 PAGE 375

PIONEER NATIONAL TITLE INS. CO. HAS RECORDED THIS INSTRUMENT BY REQUEST AS AN ACCOMMODATION ONLY AND HAS NOT EXAMINED IT FOR REGULARITY AND SUFFICIENCY OR AS TO ITS EFFECT UPON THE TITLE TO ANY REAL PROPERTY THAT MAY BE DESCRIBED THEREIN.

5. "Members" shall mean and refer to every person or entity who holds a membership in the Association;
6. "Owner" shall mean and refer to the record holder (including contract sellers), whether one or more persons or entities, of all or any part of said property, excluding those having such interest merely as security for the performance of an obligation;
7. "Building Site" shall mean and refer to a Lot, or to any parcel of said property under one ownership which consists of a portion of one of such lots or contiguous portions of two or more contiguous Lots if a building is constructed thereon;
8. "Dwelling Unit" shall mean and refer to that portion of any structure intended to be occupied by one family as a dwelling under applicable zoning and building laws and restrictions;
9. "Set back" means the minimum distance between the Dwelling Unit or other structure referred to and a given street or road or lot line;
10. "Mortgage" shall mean and refer to any mortgage or deed of trust, and "Mortgagee" shall refer to the mortgagee or trustee and beneficiary under a deed of trust;
11. "Declarant" or "Developer" shall mean and refer to Wedgwood Homes of Portland, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot or Building Site from Declarant for the purpose of development for resale.

ARTICLE II.

ANNEXATION OF ADDITIONAL PROPERTY

Real property in addition to that described above and referred to as Exhibit A may be made subject to the jurisdiction of the Association, whereupon automatically it shall be included in any reference herein to "said property" or "said properties".

1. Annexation of additional property shall require the assent of persons entitled to cast two-thirds (2/3) of the votes of the Class B members present in person or by written proxy and (except as provided in Section 2 below) the assent of persons entitled to cast two-thirds (2/3) of the votes of the Class A members present in person or by written proxy at a meeting of the Association duly called for such purpose written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of such meeting, setting forth the purpose thereof.

The presence of members entitled to cast 60% of the votes of each class of membership shall constitute a quorum at such meeting. In the event that a quorum is not forthcoming at any such meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such meeting shall be one-half of the required

quorum at the preceding meeting. If the required assent is not forthcoming, no subsequent meeting shall be held for the purpose of annexing such property for sixty (60) days from the date of the last of such meetings.

2. If within ten (10) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in Exhibit B attached hereto, such additional lands may be annexed to said properties without the assent of the Class A members by recording covenants applicable to the property to be annexed subjecting that property to Covenants substantially similar to these Covenants and making the same subject to the jurisdiction of the Association.

ARTICLE III.

MEMBERSHIP

Every person or entity who is a record owner (including contract sellers) of a fee or undivided fee interest in any Lot, Building Site or Dwelling Unit located upon any part of said property shall, by virtue of such ownership, be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be apportioned to and may not be separated from ownership of any such Lot, Building Site or Dwelling Unit made subject to the jurisdiction of the Association. Such ownership shall be the sole qualification for membership, and shall automatically commence upon a person becoming such Owner, and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

ARTICLE IV.

VOTING RIGHTS

The Association shall have two classes of voting membership:

1. Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Dwelling Unit, Lot and Building Site in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Dwelling Unit or Lot or Building Site, all such persons shall be members. The vote for such Dwelling Unit, Lot or Building Site shall be exercised as they among themselves determine or if unable to agree, they may cast fractional voted proportionate to the ownership interest, but in no event shall more than one Class A vote be cast with respect to any one Dwelling Unit or Lot. The vote applicable to any of said property being sold under a contract of purchase shall be exercised by the contract vendor unless the contract expressly provides otherwise.

2. In order to prevent duplication of voting rights, if the owner of a Dwelling Unit is entitled to vote by reason of such ownership,

3. - COVENANTS

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neither he nor any other person shall be entitled to a vote by virtue of ownership of any interest in the land upon which is located the building in which such Dwelling Unit is located.

3. Class B. The Class B member(s) shall be the Declarant, so long as Declarant owns any lot in said property upon which no building has been built.

4. Members shall be entitled to vote in person or by written proxy. Voting by proxy shall be in accordance with rules set forth in the Bylaws of the Association as amended from time to time.

5. The election of officers and directors of the Association shall be by the Class B member so long as Class B membership exists. Thereafter it shall be as provided in the Bylaws of the Association as amended from time to time.

6. Certain actions of the Association shall require a vote of the owners of the first mortgages, if any, on the individual units in said property, as set forth in Paragraph 9 of Article VI, of these Covenants.

#### ARTICLE V.

##### PROPERTY RIGHTS

##### Section 1. Member's Easements of Enjoyment.

Every member of the Association shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject, however, to the following provisions:

a) The right of the Association to limit the number of Members permitted to use a particular part of the Common Areas at any one time;

b) The right of the Association to charge reasonable admission fees for the use of any recreational facility or other facility now or hereafter situated upon the Common Areas or otherwise controlled by the Association, including, particularly, the right to charge an annual or other periodic fee for Members who desire exclusive use of such facility and who are willing to pay a special fee or assessment for such use; provided, however, that any such fee shall not be in excess of an amount necessary to reimburse the Association for the cost thereof, including operation, maintenance and amortizing replacement cost thereof;

c) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said Common Area facilities for such purposes, and the rights of any mortgagees in said properties shall be subordinate to the rights of the homeowners hereunder;

d) The right of the Association to suspend any Member's voting rights and/or to use any of the recreational facilities owned by the

4. - COVENANTS

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Association, for any period during which any assessments against said Member's property remains unpaid; and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations;

e) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such condition or transfer shall be effective unless an instrument has been recorded in the appropriate county deed records, signed by a majority of the Directors, together with a certificate that such transfer was approved by a vote of two-thirds (2/3) of the Members, or that said instrument is signed by Members entitled to cast two-thirds (2/3) of the vote of the membership agreeing to such dedication or transfer.

f) The right of the Directors of the Association to promulgate reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of such Common Areas by the members of the Association without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said property, including, without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said property during certain times, and reasonable regulations and restrictions regarding parking.

Section 2. Delegation of Use.

Any Member may delegate, in accordance with the rules and regulations adopted from time to time by the Directors, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers, providing they reside on the property.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENT

1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant hereby covenants for all of said property, and each owner of any Dwelling Unit, Lot or Building Site by acceptance of a deed or contract of purchase therefor, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association: (1) regular annual or other regular periodic assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in said property and in particular for the improvement and maintenance of said property, and Common Areas, the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, and of the Dwelling Units situated upon said property and including, without being limited thereto, the payment of taxes and insurance on all or any part of said property. Expenditures greater than \$500 shall not be made in any 12-month period for construction of any building or improvement other than normal repair of theretofore existing buildings without approval of the members in the manner provided herein for assessments for capital improvements.

3. Basis and Maximum Annual Assessments.

a) The maximum regular annual assessment from and after the execution of these Covenants shall be such sum as may be provided for in the Bylaws, provided, however, it will not be in excess of \$6.00 per month for each Lot or Dwelling Unit subject thereto plus a percentage increase therein equal to the percentage increase in the Consumer Price Index (published by the Department of Labor, Washington, D.C. or successor U.S. Governmental agency, U.S. City average) from and after the month and year these Covenants are first recorded. Provided however, that the maximum monthly charge applicable to Lots 1-26, 33-39, 52-57, 86-97, 100-137, may be up to \$30 per month more than that assessed against the other lots, (plus proportionate Consumer Price Index increases), provided however, such additional assessment funds shall be segregated in one or more additional accounts and such funds used solely in connection with maintenance of such lots and common area thereon or adjacent thereto and/or improvements thereon.

b) The increase in the Consumer Price Index shall be computed as of January 1 and July 31 of each year. Monthly assessments shall be fixed as of those dates and may not be changed because of increases in the cost of living within the succeeding six months except by a vote of two-thirds (2/3) or more of the entire Class A membership and all of the Class B membership. Whenever the Association increases the basic regular monthly assessment because of increases in the Consumer Price Index, notice shall be given to each Owner.

c) From and after January 1 of any year, the maximum monthly assessment may be increased above that determined by reference to the basic assessment, plus Consumer Price increases as aforesaid, by vote of the Members, provided that any such increase shall be approved by the affirmative vote of not less than two-thirds of the vote of the Members entitled to vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. There shall be not less than a six month interval between each such meeting;

d) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix a regular flat assessment upon a monthly, quarterly, or annual basis at an amount not in excess of the maximum specified above;

e) If any Owner should fail to keep and maintain properly the exterior of any building or Lot or the exterior of any common or other

area of said property owned or maintained by said Owner in good condition, or if any part of said property becomes damaged or destroyed, then the Association, after giving said Owner reasonable written notice (by Certified or Registered Mail, with return receipt requested, quoting a copy of this paragraph), may enter upon said property and perform said maintenance and assess the reasonable cost thereof to said Owner, such assessment shall be added to the regular assessment and become a lien and enforceable in the same manner. Disputes concerning the enforcement of this provision and the necessity of such maintenance or replacement shall be arbitrated by an arbitrator to be mutually agreed upon by the parties, or if the parties are unable to agree, then as appointed by the Court having general jurisdiction in the county in which said property is located, or other Court having appropriate jurisdiction.

4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that, except for repairs or replacements, any such assessment for structural alterations, capital additions or capital improvements reflecting an expenditure of in excess of \$500.00 shall require the assent of the Class B membership, if any, and a majority of the votes of Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

5. Uniform Rate of Assessment. Both regular flat assessments and any special assessment may be fixed at a uniform rate for all Dwelling Units, Lots and Building Sites, and may be collected on an annual, quarterly, or monthly basis in the discretion of the Directors; except that assessments may be levied applicable to some Lots only with prior consent (or without consent if such lots are referred to in paragraph 3(a) above) by the Owners of such Lots if such procedure is considered equitable in the discretion of the Board in order to maintain facilities to be available only to the Members desiring to pay for the cost thereof. Covenants recorded requiring Owners of certain properties to pay the cost of maintenance of private streets, Common Areas or other property shall be deemed to be a consent by such Owners to special assessment under this paragraph.

6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the first meeting of Members or of proxies entitled to cast sixty (60%) percent of all of the Class A votes shall constitute a quorum for action to be taken by Class A members. Approval of the Class B member may be by written consent to action taken without a meeting if duly subscribed by an officer of the Class B member. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the meeting at which the quorum was forthcoming.

7. -COVENANTS



7. Date of Commencement of Annual Assessments; Due Dates. The Board of Directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any reasonable time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a special lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Failure to pay any monthly assessment for more than ten (10) days after the due date may, if the Bylaws so provide, result in a delinquency service charge in the sum of \$5.00 for each such delinquency. This service charge shall be subject to the same enforcement rights of the Association as other assessments and charges. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum. The Secretary of the said Association may file in the office of the Director of Records, County Clerk or appropriate recorder of conveyances of the county in which said property is located, a statement of the amount of any such charges or assessments, together with interest as aforesaid, which have become delinquent with respect to any Dwelling Unit, Lot or Building Site on said property, and upon payment in full thereof, shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessments, together with interest, costs and expenses and a reasonable attorneys' fee for the filing and enforcement thereof, shall constitute a lien on the whole Dwelling Unit, Lot or Building Site (including any undivided interest in common elements of any Dwelling Unit, Lot or Building Site in any condominium), with respect to which it is fixed from the date the notice of delinquency thereof is filed in the office of said Director of Records or County Clerk, or other appropriate recording office, until the same has been paid or released as herein provided. Such lien may be enforced by said Association in the manner provided by law with respect to liens upon real property. The Owner of said property at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements, including reasonable attorneys' fees of the Declarant or of the Association as the case may be, of processing and if necessary, enforcing such liens, all of which expense, costs and disbursements and attorneys' fees shall be secured by said lien, including fees on appeal, and such Owner at the time of such assessment is levied, shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Dwelling Unit, Lot or Building site.

9. Subordination of the Lien to Mortgages.

a) The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon said property or any part thereof.

8. - COVENANTS

Sale or transfer of any Dwelling Unit, Lot or Building Site, or any other part of said property shall not affect the assessment lien. However, the sale or transfer of any Dwelling Unit or Lot or Building Site which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Dwelling Unit, Lot or Building Site from liability for any assessments thereafter becoming due or from the lien thereof;

b) A first mortgagee, at its request, is entitled to written notification of any default by the mortgagor in the performance of such mortgagor's obligations under these Covenants which is not cured within thirty (30) days. Any first mortgagee who comes into possession of a Lot, Dwelling Unit or Building Site, pursuant to remedies provided in the mortgage, foreclosure of the mortgage, or deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

c) Unless the Owners of at least seventy-five (75%) percent of the mortgages on Lots and/or Dwelling Units in said property (based on one vote for each Lot subject to a mortgage) have given their written approval, the Association shall not be entitled to:

(i) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned directly or indirectly by the Association for the benefit of the units (Common Areas). The granting of easements for public utilities or for other public purposes consistent with the intended use of the property by the Association shall not be deemed a transfer within the meaning of this clause:

(ii) The Association shall not change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner, except in accordance with the provisions of Article VI of the Covenants;

(iii) By act or omission, abandon any scheme of regulation or enforcement thereof pertaining to the exterior maintenance of the Common Areas, the maintenance of party walls or common fences, driveways or the upkeep of lawns and plantings in the property;

(iv) Fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis in an amount of not less than one hundred (100%) percent of the insurable value (based on current replacement costs):

(v) Use hazard insurance proceeds for less of any common property other than replacement and reconstruction of such improvements.

d) Any first mortgagee shall have the right to examine the books and records of the Association.

e) First mortgagees of any unit in the property may jointly or singly pay taxes or other charges which are in default and which may or have become a charge against any common property, and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such property, and first mortgagees making such payment shall be owed immediate reimbursement therefore from the Association. Upon request, the Association shall enter into an agreement with any first mortgagee reflecting the agreement of the Association to such reimbursement.

f) "Mortgage", as that term is used in these Covenants, shall be deemed to include deeds of trust, and "mortgagees" shall mean beneficiaries of deeds of trust.

10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein; (a) all properties expressly dedicated to and accepted by a governmental or other public authority; (b) any Common Areas; (c) all other properties owned by the Association; and (d) Lots or Building Sites owned by the Declarant prior to the time a Dwelling Unit or other building is constructed thereon and occupied. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE VII.

##### PARTY WALLS

1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on or immediately adjacent to the dividing line between the Lots owned by different persons shall constitute a part wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of any party wall shall be shared equally by the Owners whose Lots abut such wall.

3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. The word "use" as referred to herein means ownership of a dwelling unit or other structure which incorporates such wall or any part thereof.

10. - COVENANTS

4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

6. Arbitration. Any dispute concerning a party wall or any provisions of this Article shall be arbitrated. Each party shall choose one arbitrator, and such arbitrators shall choose an additional arbitrator, and the decision shall be by a majority of all the arbitrators.

7. Encroachments. If any portion of a party wall or other part of a building or structure now or hereafter constructed upon said property encroaches upon any part of the Common Areas or upon the Lot or Lots used or designated for use by another lot owner, an easement for the encroachment and for the maintenance of same is granted and reserved and shall exist, and be binding upon the Declarant and upon all present and future Owners of any part of said property for the benefit of the present and future Owners of such encroaching building or structure for the purpose of occupying and maintaining the same; in the event a structure consisting of more than one Dwelling Unit becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted and reserved upon the Common Areas and in and upon each Dwelling Unit and Lot for the benefit of the Association and the adjacent Owner or Owners to the extent reasonably necessary or advisable to make repairs and/or replacements and the maintenance thereof are hereby granted and reserved for the benefit of the present and future Owners thereof. The easements for encroachment herein granted and reserved shall run with the land.

#### ARTICLE VIII.

##### ARCHITECTURAL CONTROL

1. No building, fence, wall, hedge, structure, improvement, obstruction, ornament, landscaping or planting over two feet in height above ground level shall be placed or permitted to remain upon any part of said property unless a written request for approval thereof containing the plans and detailed specifications therefor, including exterior color scheme, has been approved in writing by a majority of the Architectural Committee except that the foregoing restrictions shall not apply to the following:

(a) Fences, trees and shrubs or plants located within 10 feet of any building on the Lot upon which said building is located;

(b) Trees, shrubs or plants located upon a plot of ground not larger than eight (8) feet in any dimensions thereof and which plot is not closer than 15 feet from any other tree or shrub or plant or any part thereof which obscures sight or view between two feet above ground level and 12 feet above ground level.

11. - COVENANTS

2. The Architectural Committee referred to herein shall be composed of John H. Klein, Ray Marble and David Peccie. Its decision shall be final and binding; however, applications may be resubmitted. Upon failure of the committee or its designated representative to approve or disapprove any application for a period of thirty (30) days after it has been submitted in writing, in duplicate, to the Chairman of the Committee or his designated representative, said application will be deemed to have been disapproved. The original members of the Committee shall serve for three years. New members shall be elected for a term of three years by majority vote of the remaining members of the Committee. If any member of the Committee is unable or unwilling to act, the remaining members shall elect a successor to serve out the unexpired term. After the Declarant no longer owns any lot in said property, the Architectural Committee shall consist of the President of the Association, three members appointed by the Board of Directors of the Association, and the district representative on the Board of Directors from the district in which the property is located which is the subject of action by the Architectural Committee.

3. No member of the Architectural Committee, however created or constituted, shall receive any compensation from the Association or make any charge for his services as such.

#### ARTICLE IX.

##### EXTERIOR MAINTENANCE

1. The Association shall maintain or provide for the maintenance of the Common Areas, except portions thereof used as easements or landscaped areas, required to be maintained by Owners as set forth in Article XI or otherwise herein.

2. It shall be the obligation of each Owner of any Lot, Dwelling Unit or Building Site to keep and maintain the same, and any building or improvement now or hereafter located thereon, in proper condition, including the area between his property line and the paved portion of any street or curb abutting his property, including sidewalks, if any. If any Owner fails to keep his Lot and improvements so maintained, the Association may, upon reasonable notice, enter said Lot and perform said maintenance and assess the cost thereof to said Owner. If the exterior of any dwelling unit has not been repainted or restained for a period of 5 or more years, the same shall be deemed to require repainting or restaining, and in such event, the Association or in the case of a building with more than one dwelling unit, any owner of all or part of the building in which said dwelling unit is located, may cause all or any part of such building to be repainted or restained as appropriate, and collect a pro rata portion of the cost thereof from the owners of each dwelling unit in the building so repainted. The right to enforce collection shall be treated as an assessment and collectable as such by the Association or by the owner causing such repainting or restaining.

Each Owner shall be responsible for maintaining and keeping in good order and repair, the interior of his own Dwelling Unit.

12. - COVENANTS

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ARTICLE X.PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the real property described in EXHIBIT A, and shall be for the benefit of and limitations upon all present and future Owners of said property, or of any interest therein;

1. Unless written approval is first obtained from the Architectural Committee, no sign of any kind shall be displayed to public view on any building or building site on said property except one professional sign of not more than five square feet advertising the property for sale or rent, or sign used by the developer to advertise the property during the construction and sales period. If a property is sold or rented, any sign relating thereto shall be removed immediately, except that the Declarant and only Declarant or its agent may post a "Sold" sign for a reasonable period following a sale.

2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except dogs, cats or other household pets provided that such household pets are not kept, bred or maintained for any commercial purpose.

3. No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

4. No noxious or offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, camper-truck, tent, garage, barn, shack, or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said property.

6. Parking of boats, trailers, motorcycles, trucks, truck-campers and like equipment, or junk cars or other unsightly vehicles, shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within a community storage area, if any, approved by the Architectural Committee or within the confines of an enclosed garage, and no portion of same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written permit approved by the Architectural Committee. All other parking of equipment shall be prohibited except as approved in writing by the Architectural Committee.

7. It shall be the obligation of each Owner of any Lot or Building Site to keep and maintain the same, and any building now or hereafter located thereon, in proper condition, including the area between his property line and the improved portion of any abutting public curb or street, including sidewalks, if any, through an association of homeowners

or otherwise, and to keep and maintain in good condition any Common Areas owned by any such service association or other association.

8. No Owner shall remove or otherwise alter any plant or tree or any landscaping or improvement in any Common Area or in any recreational area without the written consent of the Architectural Committee.

9. (a) All walks and streets are for the use of the Members on an equal basis. It shall be the responsibility of each Owner to allow maximum use of pedestrian and vehicular ingress and egress over walks, streets and driveways by prohibiting automobile parking in front of garages or in the driveways or alleyways and allowing no obstruction or barrier on or across the adjacent sidewalks which would interfere with any other Member's use of the Common Areas or access to his own Lot or dwelling;

(b) Installation of radio and/or television antennae is prohibited outside any building without permission from the Architectural Committee;

10. No business shall be conducted from the home of any Owner which will cause any noticeable increases in vehicular or foot traffic on the streets and sidewalks adjacent to the home. Other business may be allowed only upon prior written approval of the Board of Directors which shall not be unreasonably withheld.

11. The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association showing that the plans and specifications for the improvement or other matters herein provided for have been approved, and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing, or insuring title to said property, or any portion thereof, or any lien thereon and/or any interests therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any action or suit under this Declaration. After the expiration of one year following the issuance of a building permit therefor by municipal or other governmental authority, any structure, work, improvement or alteration shall, as to any purchaser or encumbrancer in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof, unless a notice of non-compliance executed by the Association shall have appeared of record in the office of the County Clerk of the county in which said property is situate, or unless legal proceedings shall have been instituted to enforce completion or compliance.

#### ARTICLE XI.

##### EASEMENTS

All conveyances of land situate in the said property, made by the Declarant, and by all persons claiming by, through, or under the

14. - COVENANTS

Declarant, shall be subject to the foregoing restrictions, conditions and covenants, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument or conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over and across and under all Common Areas and over, across and under all land situate within 5 feet of the side and rear lines of each Lot or Building Site now or hereafter recorded or platted or conveyed by recorded instrument in said property (except that the side and rear line easement shall be 10 feet along the perimeter of this subdivision), and excepting any portion of said property which may now or hereafter be occupied by a residence shall not thereafter be subject to any easement not theretofore applied to use, for the purpose of building, constructing and maintaining thereof underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio or television cables and other services now or hereafter commonly supplied by public utilities or municipal corporations, all of said easements shall be for the benefit of all present and future Owners of property subjected to the jurisdiction of the Association by covenants and restrictions recorded and approved as hereinabove provided; said easements however shall not be unrestricted, but shall be subject to reasonable rules and regulations governing rights of use as adopted from time to time by the Directors of the Association in the interests of securing maximum safe usage of said property without unduly infringing upon the rights or privacy of the Owner or occupant of any part of said property (see also easement for encroachments specified in Article VI). Provided further that if any two or more lots or fraction of one or more lots shall be developed for one building as a single tract or building site, then said easements shall thereafter be located on the area within five (5) feet of the side and rear lines of said building site; if there has been an application to use of such easement prior to development of such lots or fraction of one or more lots to such a building site, then, subject to the approval of the Association, such easement may be relocated, but any expense involved in moving any sewer or storm lines or other utility lines shall be borne by the Owner of the Lot or Building Site, the development of which requires movement of such lines; and a further mutual reciprocal easement for sidewalk purposes is granted and reserved over and across the front ten (10) feet of each Lot in said property, and over all Common Areas in said property, for the purpose of constructing and maintaining and repairing sidewalks thereon for the benefit of the residents of said property their tenants and guests, subject however, to rules and regulations reasonable restricting the right of use thereof for the safety and welfare of the public as may be promulgated from time to time by the Association and/or public authority. A corner lot shall be considered to have two front sides for purposes of this sidewalk easement. The "front" of a lot shall be deemed to be only that portion of a lot abutting a public street or highway, and the sidewalk easement herein granted and reserved shall not be deemed to include a townhouse lot which abuts a Common Area or private road or driveway only and does not directly abut a public street or highway.

ARTICLE XII.

GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, or the Owner of any
15. - COVENANTS



recorded mortgage upon any part of said property, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

3. Amendment. The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Any of the covenants and restrictions of this Declaration except the easements herein granted may be amended during the first twenty-five (25) year period by an instrument signed by Members entitled to cast not less than 66 2/3% of the votes entitled to be cast, or by an instrument signed by a majority of the directors certifying that the amendment was duly adopted by a vote of 66 2/3% of the members voting at a meeting called pursuant to the requirements of these Covenants and the Bylaws, provided that any such amendment shall be approved in writing by the Declarant so long as it holds any interest in the real property described in Exhibit A or in Exhibit B. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by sixty-six and two-thirds (66 2/3%) percent of the Owners of the property affected, the Architectural Committee, and by the Planning Commission or by the governing body of the county or other public authority having jurisdiction over the granting of building permits in said property, and by the Declarant, so long as it owns any interest in the property referred to in Exhibit A. All such amendments must be recorded in the appropriate deed records of the county in which said property is situate, to be effective.

4. No Right of Reversion. Nothing herein contained in this Declaration, or in any form of deed which may be used by Declarant, or its successors and assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion or reentry for breach or violation of any one or more of the provisions hereof.

5. Insurance. The Owner of every building or Dwelling Unit located upon any part of said property shall at all times cause the same to be insured with broad form fire and extended coverage insurance for the full replacement value thereof, purchased through one or more companies selected by the Association, naming the Association as an insured, and shall upon request, cause the insurance company to furnish the Association with a certificate showing said insurance to be in effect. If any Owner fails to furnish the Association with said certificate, the Association may obtain (but it shall not be obligated to so do) such insurance with the proceeds payable to the owner, any mortgagees, and to the Association as their respective interests may appear. The Association shall assess the cost of

such insurance against the Owner, and such assessment shall become a lien and collectable and enforceable in the same manner as all assessments provided for herein.

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

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

IN WITNESS WHEREOF, the undersigned owners of all property within said property have caused these presents to be executed this 20th day of October, 1976.

WEDGWOOD HOMES OF PORTLAND, INC.

By [Signature]

By [Signature]

17858

STATE OF OREGON )  
 ) ss.  
County of Washington)

On this 20<sup>th</sup> day of October, 1976, before me, appeared Dwight L. Hanks and James L. Hanks, both to me personally known, who being duly sworn, did say that they are the Director and Assistant Secretary respectively of WEDGWOOD HOMES OF PORTLAND, INC., the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and they acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year last above written.

[Signature]  
Notary Public for Oregon  
My Commission Expires: 4-19-80

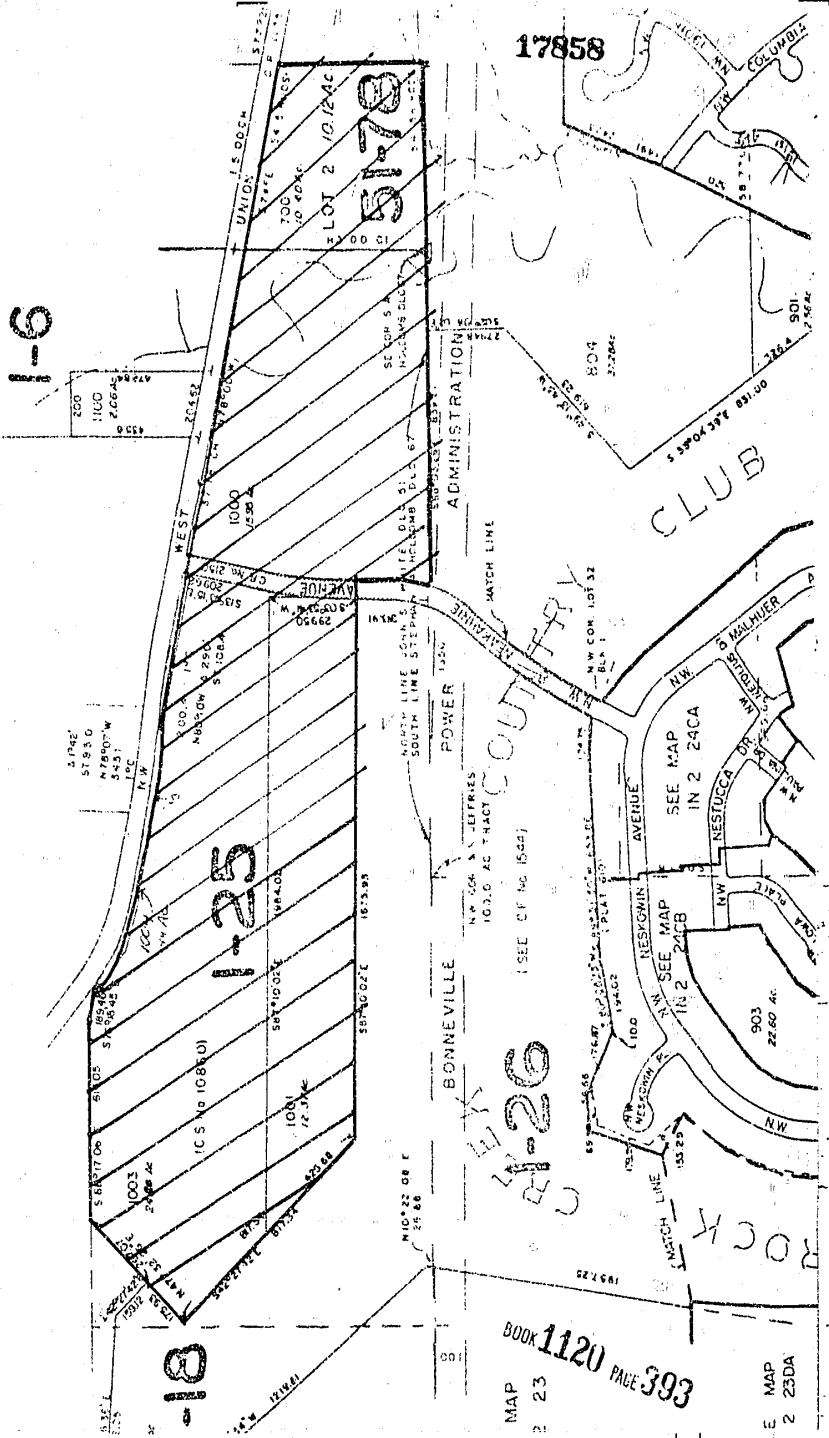
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EXHIBIT B

1-6



MAP 2 23 BOOK 1120 PAGE 393

E MAP 2 25DA

17858

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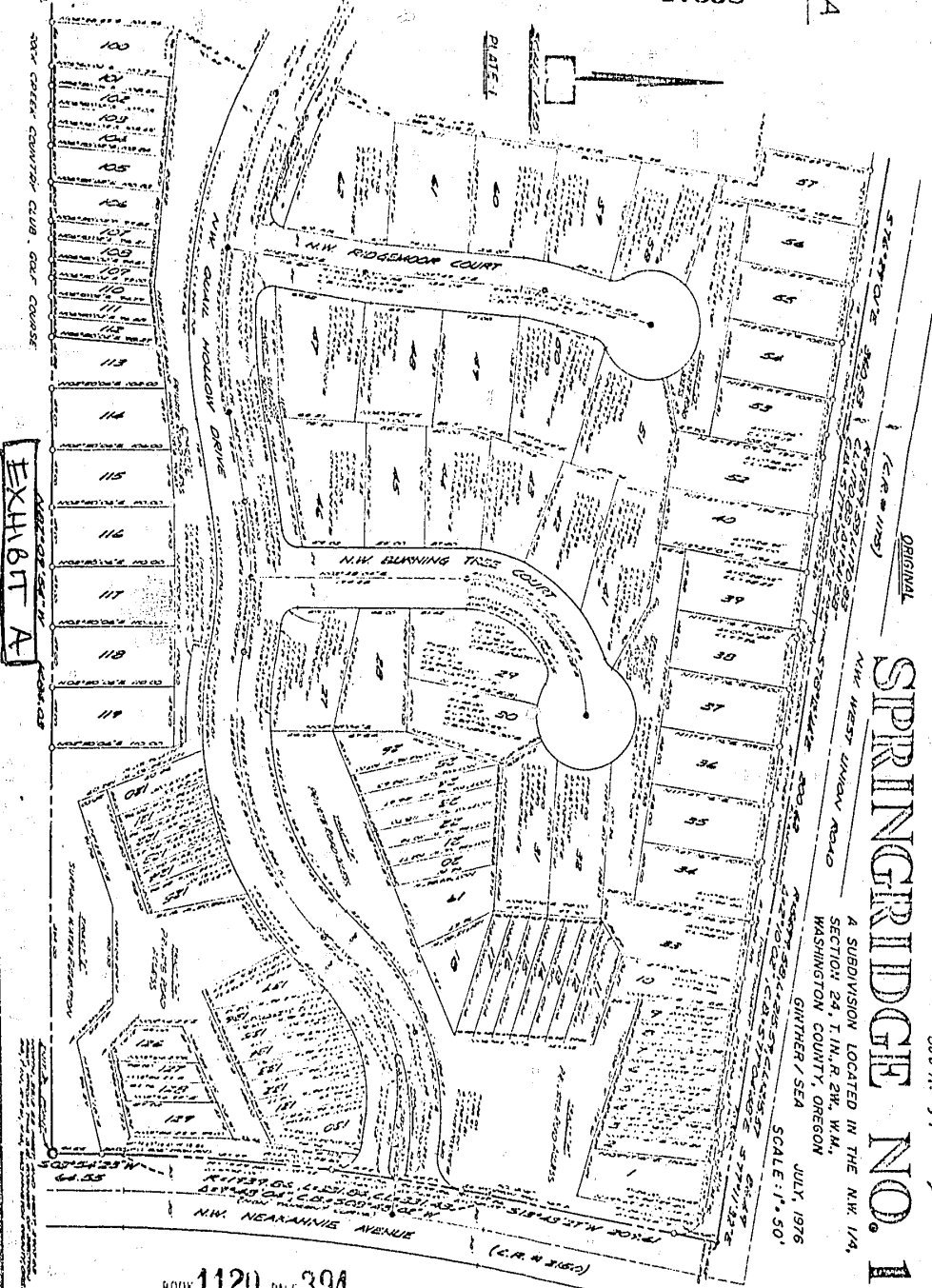


EXHIBIT A

ORIGINAL

# SPRINGRIDGE NO. 1

300 N. 37<sup>th</sup> Ave., SE

A SUBDIVISION LOCATED IN THE NW 1/4,  
SECTION 24, T. 11, R. 21, W.M.,  
WASHINGTON COUNTY, OREGON

GINTHER / SEA JULY, 1976

SCALE: 1" = 50'

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SURVEYOR'S CERTIFICATE SPRINGRIDGE ORIGINAL

PLAT RESTRICTIONS

17858

APPROVALS



*John H. Smith*  
Surveyor

*John H. Smith*  
Surveyor

ACKNOWLEDGEMENT

NOTATION

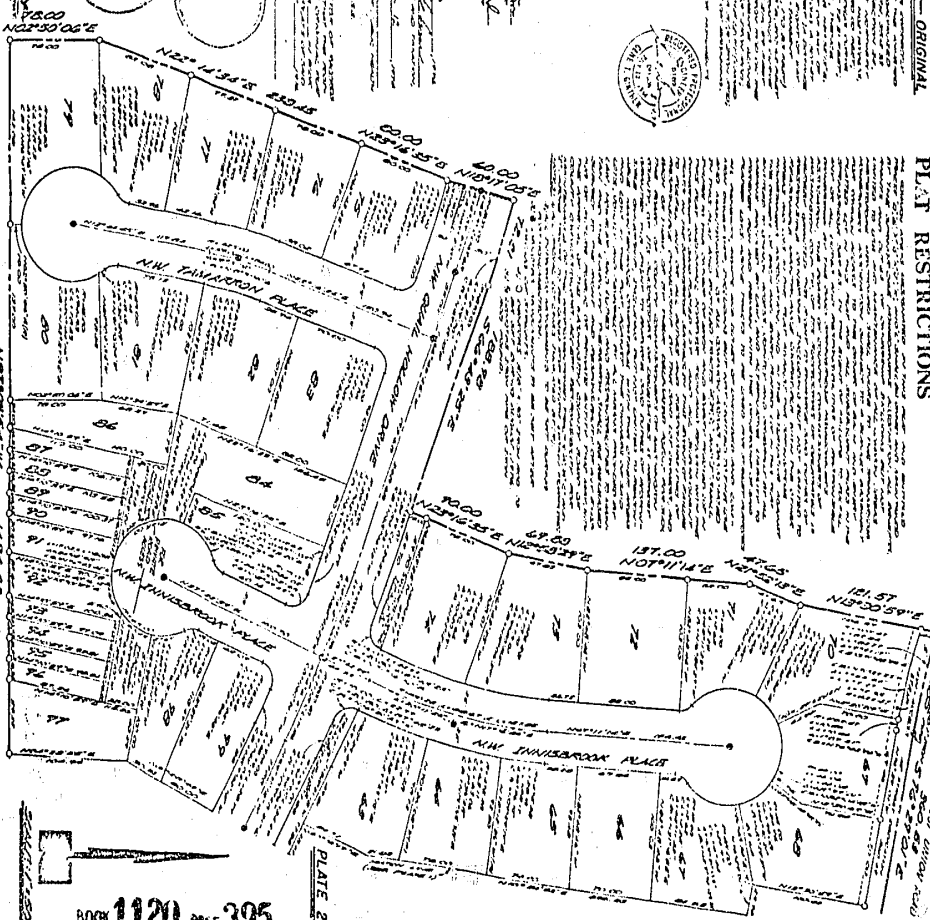
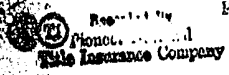


EXHIBIT A

BOOK 1120 PAGE 395

Filed for record... 10-20-1976... 2:13 PM  
ROGER THOMSEN, Director of Records & Elections  
By: *A. Christian* Deputy



AMENDED  
PROTECTIVE COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS FOR  
SPRINGRIDGE NO. 1

14847 66-

SPRINGRIDGE

THIS DECLARATION made on the date hereinafter set forth by the undersigned:

WHEREAS, in Book 1120, Page 375, Covenants for Springridge No. 1 were recorded in the records of Washington County, Oregon; and whereas, the undersigned owners of more than sixty-six and two-thirds percent (66 2/3%) of the votes entitled to be cast by members of the Springridge Homeowners' Association, have duly approved the amended covenants set forth below; now, therefore, the following amended covenants are adopted:

WHEREAS, the undersigned are the owners of that certain real property in the County of Washington, State of Oregon, hereinafter referred to as "said property", more particularly described as follows:

SPRINGRIDGE NO. 1, as platted in Book 37, Page 28, Plat Records of Washington County, Oregon, (Exhibit A).

NOW THEREFORE, the undersigned hereby declare that all of said property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These easements, covenants, restrictions and reservations constitute covenants to run with the land and shall be binding upon all present and future owners of said property, and all persons claiming under them, and shall inure to the benefit of and be limitations upon all present and future owners of the property of any interest therein:

ARTICLE I.

DEFINITIONS

Whenever used in this Declaration, the following terms shall have the following meanings:

1. "Association" shall mean and refer to Springridge Homeowners Association, a nonprofit corporation organized under the laws of the State of Oregon, its successors and assigns;
2. "Said property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by recorded covenants in the manner hereinafter set forth;
3. "Common Area" shall mean all real property, and appurtenances thereto now or hereafter owned by the Association for the common use and enjoyment of the members of the Association;
4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of said property with the exception of Common Areas, and to any parcel of said property under one ownership consisting of a portion of one or more of such lots and/or contiguous portions of two or more contiguous lots and upon which a dwelling has been constructed and occupied;

OWNER NATIONAL TITLE INS. CO. HAS RECORDED THIS INSTRUMENT BY REQUEST AS AN ACCOMMODATION ONLY AND HAS NOT EXAMINED IT FOR REGULARITY AND SUFFICIENCY OR AS TO ITS EFFECT UPON THE TITLE TO ANY REAL PROPERTY THAT MAY BE RECORDED THEREIN.

1. - COVENANTS

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5. "Members" shall mean and refer to every person or entity who holds a membership in the Association;
6. "Owner" shall mean and refer to the record holder (including contract sellers), whether one or more persons or entities, of all or any part of said property, excluding those having such interest merely as security for the performance of an obligation;
7. "Building Site" shall mean and refer to a Lot, or to any parcel of said property under one ownership which consists of a portion of one of such lots or contiguous portions of two or more contiguous Lots if a building is constructed thereon;
8. "Dwelling Unit" shall mean and refer to that portion of any structure intended to be occupied by one family as a dwelling under applicable zoning and building laws and restrictions;
9. "Set back" means the minimum distance between the Dwelling Unit or other structure referred to and a given street or road or lot line;
10. "Mortgage" shall mean and refer to any mortgage or deed of trust, and "Mortgagee" shall refer to the mortgagee or trustee and beneficiary under a deed of trust;
11. "Declarant" or "Developer" shall mean and refer to Wedgwood Homes of Portland, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot or Building Site from Declarant for the purpose of development for resale.

ARTICLE II.

ANNEXATION OF ADDITIONAL PROPERTY

Real property in addition to that described above and referred to as Exhibit A may be made subject to the jurisdiction of the Association, whereupon automatically it shall be included in any reference herein to "said property" or "said properties".

1. Annexation of additional property shall require the assent of persons entitled to cast two-thirds (2/3) of the votes of the Class B members present in person or by written proxy and (except as provided in Section 2 below) the assent of persons entitled to cast two-thirds (2/3) of the votes of the Class A members present in person or by written proxy at a meeting of the Association duly called for such purpose written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of such meeting, setting forth the purpose thereof.

The presence of members entitled to cast 60% of the votes of each class of membership shall constitute a quorum at such meeting. In the event that a quorum is not forthcoming at any such meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such meeting shall be one-half of the required

2. - COVENANTS

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quorum at the preceding meeting. If the required assent is not forthcoming, no subsequent meeting shall be held for the purpose of annexing such property for sixty (60) days from the date of the last of such meetings.

2. If within ten (10) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in Exhibit B attached hereto, such additional lands may be annexed to said properties without the assent of the Class A members by recording covenants applicable to the property to be annexed subjecting that property to Covenants substantially similar to these Covenants and making the same subject to the jurisdiction of the Association.

#### ARTICLE III.

##### MEMBERSHIP

Every person or entity who is a record owner (including contract sellers) of a fee or undivided fee interest in any Lot, Building Site or Dwelling Unit located upon any part of said property shall, by virtue of such ownership, be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any such Lot, Building Site or Dwelling Unit made subject to the jurisdiction of the Association. Such ownership shall be the sole qualification for membership, and shall automatically commence upon a person becoming such Owner, and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

#### ARTICLE IV.

##### VOTING RIGHTS

The Association shall have two classes of voting membership:

1. Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Dwelling Unit, Lot and Building Site in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Dwelling Unit or Lot or Building Site, all such persons shall be members. The vote for such Dwelling Unit, Lot or Building Site shall be exercised as they among themselves determine or if unable to agree, they may cast fractional voted proportionate to the ownership interest, but in no event shall more than one Class A vote be cast with respect to any one Dwelling Unit or Lot. The vote applicable to any of said property being sold under a contract of purchase shall be exercised by the contract vendor unless the contract expressly provides otherwise.

2. In order to prevent duplication of voting rights, if the owner of a Dwelling Unit is entitled to vote by reason of such ownership,

### 3. - COVENANTS

neither he nor any other person shall be entitled to a vote by virtue of ownership of any interest in the land upon which is located the building in which such Dwelling Unit is located.

3. Class B. The Class B member(s) shall be the Declarant, so long as Declarant owns any lot in said property upon which no building has been built.

4. Members shall be entitled to vote in person or by written proxy. Voting by proxy shall be in accordance with rules set forth in the Bylaws of the Association as amended from time to time.

5. The election of officers and directors of the Association shall be by the Class B member so long as Class B membership exists. Thereafter it shall be as provided in the Bylaws of the Association as amended from time to time.

6. Certain actions of the Association shall require a vote of the owners of the first mortgages, if any, on the individual units in said property, as set forth in Paragraph 9 of Article VI, of these Covenants.

#### ARTICLE V.

##### PROPERTY RIGHTS

##### Section 1. Member's Easements of Enjoyment.

Every member of the Association shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject, however, to the following provisions:

a) The right of the Association to limit the number of Members permitted to use a particular part of the Common Areas at any one time;

b) The right of the Association to charge reasonable admission fees for the use of any recreational facility or other facility now or hereafter situated upon the Common Areas or otherwise controlled by the Association, including, particularly, the right to charge an annual or other periodic fee for Members who desire exclusive use of such facility and who are willing to pay a special fee or assessment for such use; provided, however, that any such fee shall not be in excess of an amount necessary to reimburse the Association for the cost thereof, including operation, maintenance and amortizing replacement cost thereof;

c) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said Common Area facilities for such purposes, and the rights of any mortgagees in said properties shall be subordinate to the rights of the homeowners hereunder;

d) The right of the Association to suspend any Member's voting rights and/or to use any of the recreational facilities owned by the

4. - COVENANTS

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Association, for any period during which any assessments against said Member's property remains unpaid; and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations;

e) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such condition or transfer shall be effective unless an instrument has been recorded in the appropriate county deed records, signed by a majority of the Directors, together with a certificate that such transfer was approved by a vote of two-thirds (2/3) of the Members, or that said instrument is signed by Members entitled to cast two-thirds (2/3) of the vote of the membership agreeing to such dedication or transfer.

f) The right of the Directors of the Association to promulgate reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of such Common Areas by the members of the Association without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said property, including, without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said property during certain times, and reasonable regulations and restrictions regarding parking.

Section 2. Delegation of Use.

Any Member may delegate, in accordance with the rules and regulations adopted from time to time by the Directors, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers, providing they reside on the property.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENT

1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant hereby covenants for all of said property, and each owner of any Dwelling Unit, Lot or Building Site by acceptance of a deed or contract of purchase therefor, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association: (1) regular annual or other regular periodic assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

5. - COVENANTS

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2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in said property and in particular for the improvement and maintenance of said property and Common Areas, the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, and of the Dwelling Units situated upon said property and including, without being limited thereto, the payment of taxes and insurance on all or any part of said property. Expenditures greater than \$500 shall not be made in any 12-month period for construction of any building or improvement other than normal repair of theretofore existing buildings without approval of the members in the manner provided herein for assessments for capital improvements.

3. Basis and Maximum Annual Assessments.

a) The maximum regular annual assessment from and after the execution of these Covenants shall be such sum as may be provided for in the Bylaws, provided, however, it will not be in excess of \$6.00 per month for each Lot or Dwelling Unit subsubject thereto plus a percentage increase therein equal to the percentage increase in the Consumer Price Index (published by the Department of Labor, Washington, D.C. or successor U. S. Governmental agency, U.S. City average) from and after the month and year these Covenants are first recorded. Provided, however, that the maximum monthly charge applicable to Lots 1-26, 33-39, 52-57, 86-97, 100-137, may be up to \$30 per month more than that assessed against the other Lots, (plus proportionate Consumer Price Index increases), provided, however, such additional assessment funds shall be segregated and such funds used solely in connection with maintenance of such Lots and Common Area thereon or adjacent thereto and/or improvements thereon.

b) The increase in the Consumer Price Index shall be computed as of January 1 and July 31 of each year. Monthly assessments shall be fixed as of those dates and may not be changed because of increases in the cost of living within the succeeding six months except by a vote of two-thirds (2/3) or more of the entire Class A membership and all of the Class B membership. Whenever the Association increases the basic regular monthly assessment because of increases in the Consumer Price Index, notice shall be given to each Owner.

c) From and after January 1 of any year, the maximum monthly assessment may be increased above that determined by reference to the basic assessment, plus Consumer Price increases as aforesaid, by vote of the Members, provided that any such increase shall be approved by the affirmative vote of not less than two-thirds of the vote of the Members entitled to vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. There shall be not less than a six-month interval between each such meeting;

d) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix a regular flat assessment upon a monthly, quarterly, or annual basis at an amount not in excess of the maximum specified above;

e) If any Owner should fail to keep and maintain properly the exterior of any building or Lot or the exterior of any common or other

area of said property owned or maintained by said Owner in good condition, or if any part of said property becomes damaged or destroyed, then the Association, after giving said Owner reasonable written notice (by Certified or Registered Mail with return receipt requested, quoting a copy of this paragraph), may enter upon said property and perform said maintenance and assess the reasonable cost thereof to said Owner, such assessment shall be added to the regular assessment and become a lien and enforceable in the same manner. Disputes concerning the enforcement of this provision and the necessity of such maintenance or replacement shall be arbitrated by an arbitrator to be mutually agreed upon by the parties, or if the parties are unable to agree, then as appointed by the Court having general jurisdiction in the county in which said property is located, or other Court having appropriate jurisdiction.

4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that, except for repairs or replacements, any such assessment for structural alterations, capital additions or capital improvements reflecting an expenditure of in excess of \$500.00 shall require the assent of the Class B membership, if any, and a majority of the votes of Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

5. Uniform Rate of Assessment. Both regular flat assessments and any special assessment may be fixed at a uniform rate for all Dwelling Units, Lots and Building Sites, and may be collected on an annual, quarterly, or monthly basis in the discretion of the Directors; except that assessments may be levied applicable to some Lots only with prior consent (or without consent if such lots are referred to in paragraph 3(a) above) by the Owners of such Lots if such procedure is considered equitable in the discretion of the Board in order to maintain facilities to be available only to the Members desiring to pay for the cost thereof. Covenants recorded requiring Owners of certain properties to pay the cost of maintenance of private streets, Common Areas or other property shall be deemed to be a consent by such Owners to special assessment under this paragraph.

6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the first meeting of Members or of proxies entitled to cast sixty (60%) percent of all of the Class A votes shall constitute a quorum for action to be taken by Class A members. Approval of the Class B member may be by written consent to action taken without a meeting if duly subscribed by an officer of the Class B member. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the meeting at which the quorum was forthcoming.

7. -COVENANTS

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7. Date of Commencement of Annual Assessments: Due Dates. The Board of Directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any reasonable time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a special Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Failure to pay any monthly assessment for more than ten (10) days after the due date may, if the Bylaws so provide, result in a delinquency service charge in the sum of \$5.00 for each such delinquency. This service charge shall be subject to the same enforcement rights of the Association as other assessments and charges. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum. The Secretary of the said Association may file in the office of the Director of Records, County Clerk or appropriate recorder of conveyances of the county in which said property is located, a statement of the amount of any such charges or assessments, together with interest as aforesaid, which have become delinquent with respect to any Dwelling Unit, Lot or Building Site on said property, and upon payment in full thereof, shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessments, together with interest, costs and expenses and a reasonable attorneys' fee for the filing and enforcement thereof, shall constitute a lien on the whole Dwelling Unit, Lot or Building Site (including any undivided interest in common elements of any Dwelling Unit, Lot or Building Site in any condominium), with respect to which it is fixed from the date the notice of delinquency thereof is filed in the office of said Director of Records or County Clerk, or other appropriate recording office, until the same has been paid or released as herein provided. Such lien may be enforced by said Association in the manner provided by law with respect to liens upon real property. The Owner of said property at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements, including reasonable attorneys' fees of the Declarant or of the Association as the case may be, of processing and if necessary, enforcing such liens, all of which expense, costs and disbursements and attorneys' fees shall be secured by said lien, including fees on appeal, and such Owner at the time of such assessment is levied, shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Dwelling Unit, Lot or Building site.

9. Subordination of the Lien to Mortgages.

a) The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon said property or any part thereof.

8. - COVENANTS

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Sale or transfer of any Dwelling Unit, Lot or Building Site, or any other part of said property shall not affect the assessment lien. However, the sale or transfer of any Dwelling Unit or Lot or Building Site which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Dwelling Unit, Lot or Building Site from liability for any assessments thereafter becoming due or from the lien thereof;

b) A first mortgagee, at its request, is entitled to written notification of any default by the mortgagor in the performance of such mortgagor's obligations under these Covenants which is not cured within thirty (30) days. Any first mortgagee who comes into possession of a Lot, Dwelling Unit or Building Site, pursuant to remedies provided in the mortgage, foreclosure of the mortgage, or deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

c) Unless the Owners of at least seventy-five (75%) percent of the mortgages on Lots and/or Dwelling Units in said property (based on one vote for each Lot subject to a mortgage) have given their written approval, the Association shall not be entitled to:

(i) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned directly or indirectly by the Association for the benefit of the units (Common Areas). The granting of easements for public utilities or for other public purposes consistent with the intended use of the property by the Association shall not be deemed a transfer within the meaning of this clause:

(ii) The Association shall not change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner, except in accordance with the provisions of Article VI of the Covenants;

(iii) By act or omission, abandon any scheme of regulation or enforcement thereof pertaining to the exterior maintenance of the Common Areas, the maintenance of party walls or common fences, driveways or the upkeep of lawns and plantings in the property;

(iv) Fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis in an amount of not less than one hundred (100%) percent of the insurable value (based on current replacement costs):

(v) Use hazard insurance proceeds for loss of any common property other than replacement and reconstruction of such improvements.

d) Any first mortgagee shall have the right to examine the books and records of the Association.

e) First mortgagees of any unit in the property may jointly or singly pay taxes or other charges which are in default and which may or have become a charge against any common property, and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such property, and first mortgagees making such payment shall be owed immediate reimbursement therefore from the Association. Upon request, the Association shall enter into an agreement with any first mortgagee reflecting the agreement of the Association to such reimbursement.

f) "Mortgage", as that term is used in these Covenants, shall be deemed to include deeds of trust, and "mortgagees" shall mean beneficiaries of deeds of trust.

10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein; (a) all properties expressly dedicated to and accepted by a governmental or other public authority; (b) any Common Areas; (c) all other properties owned by the Association; and (d) Lots or Building Sites owned by the Declarant prior to the time a Dwelling Unit or other building is constructed thereon and occupied. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE VII.

##### PARTY WALLS

1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on or immediately adjacent to the dividing line between the Lots owned by different persons shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of any party wall shall be shared equally by the Owners whose Lots abut such wall.

3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. The word "use" as referred to herein means ownership of a dwelling unit or other structure which incorporates such wall or any part thereof.

#### 10. - COVENANTS



4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

6. Arbitration. Any dispute concerning a party wall or any provisions of this Article shall be arbitrated. Each party shall choose one arbitrator, and such arbitrators shall choose an additional arbitrator, and the decision shall be by a majority of all the arbitrators.

7. Encroachments. If any portion of a party wall or other part of a building or structure now or hereafter constructed upon said property encroaches upon any part of the Common Areas or upon the Lot or Lots used or designated for use by another lot owner, an easement for the encroachment and for the maintenance of same is granted and reserved and shall exist, and be binding upon the Declarant and upon all present and future Owners of any part of said property for the benefit of the present and future Owners of such encroaching building or structure for the purpose of occupying and maintaining the same; in the event a structure consisting of more than one Dwelling Unit becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted and reserved upon the Common Areas and in and upon each Dwelling Unit and Lot for the benefit of the Association and the adjacent Owner or Owners to the extent reasonably necessary or advisable to make repairs and/or replacements and the maintenance thereof are hereby granted and reserved for the benefit of the present and future Owners thereof. The easements for encroachment herein granted and reserved shall run with the land.

#### ARTICLE VIII.

##### ARCHITECTURAL CONTROL

1. No building, fence, wall, hedge, structure, improvement, obstruction, ornament, landscaping or planting over two feet in height above ground level shall be placed or permitted to remain upon any part of said property unless a written request for approval thereof containing the plans and detailed specifications therefor, including exterior color scheme, has been approved in writing by a majority of the Architectural Committee except that the foregoing restrictions shall not apply to the following:

(a) Fences, trees and shrubs or plants located within 10 feet of any building on the Lot upon which said building is located;

(b) Trees, shrubs or plants located upon a plot of ground not larger than eight (8) feet in any dimensions thereof and which plot is not closer than 15 feet from any other tree or shrub or plant or any part thereof which obscures sight or view between two feet above ground level and 12 feet above ground level.

#### 11. - COVENANTS

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2. The Architectural Committee referred to herein shall be composed of John H. Klein, Ray Marble and David Peccie. Its decision shall be final and binding; however, applications may be resubmitted. Upon failure of the committee or its designated representative to approve or disapprove any application for a period of thirty (30) days after it has been submitted in writing, in duplicate, to the Chairman of the Committee or his designated representative, said application will be deemed to have been disapproved. The original members of the Committee shall serve for three years. New members shall be elected for a term of three years by majority vote of the remaining members of the Committee. If any member of the Committee is unable or unwilling to act, the remaining members shall elect a successor to serve out the unexpired term. After the Declarant no longer owns any lot in said property, the Architectural Committee shall consist of the President of the Association, three members appointed by the Board of Directors of the Association, and the district representative on the Board of Directors from the district in which the property is located which is the subject of action by the Architectural Committee.

3. No member of the Architectural Committee, however created or constituted, shall receive any compensation from the Association or make any charge for his services as such.

ARTICLE IX.

EXTERIOR MAINTENANCE

1. The Association shall maintain or provide for the maintenance of the Common Areas, except portions thereof used as easements or landscaped areas, required to be maintained by Owners as set forth in Article XI or otherwise herein.

2. It shall be the obligation of each Owner of any Lot, Dwelling Unit or Building Site to keep and maintain the same, and any building or improvement now or hereafter located thereon, in proper condition, including the area between his property line and the paved portion of any street or curb abutting his property, including sidewalks, if any. If any Owner fails to keep his Lot and improvements so maintained, the Association may, upon reasonable notice, enter said Lot and perform said maintenance and assess the cost thereof to said Owner. If the exterior of any dwelling unit has not been repainted or restained for a period of 5 or more years, the same shall be deemed to require repainting or restaining, and in such event, the Association or in the case of a building with more than one dwelling unit, any owner of all or part of the building in which said dwelling unit is located, may cause all or any part of such building to be repainted or restained as appropriate, and collect a pro rata portion of the cost thereof from the owners of each dwelling unit in the building so repainted. The right to enforce collection shall be treated as an assessment and collectable as such by the Association or by the owner causing such repainting or restaining.

Each Owner shall be responsible for maintaining and keeping in good order and repair, the interior of his own Dwelling Unit.

12. - COVENANTS

ARTICLE X.PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the real property described in EXHIBIT A, and shall be for the benefit of and limitations upon all present and future Owners of said property, or of any interest therein;

1. Unless written approval is first obtained from the Architectural Committee, no sign of any kind shall be displayed to public view on any building or building site on said property except one professional sign of not more than five square feet advertising the property for sale or rent, or sign used by the developer to advertise the property during the construction and sales period. If a property is sold or rented, any sign relating thereto shall be removed immediately, except that the Declarant and only Declarant or its agent may post a "Sold" sign for a reasonable period following a sale.

2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except dogs, cats or other household pets provided that such household pets are not kept, bred or maintained for any commercial purpose.

3. No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

4. No noxious or offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, camper-truck, tent, garage, barn, shack, or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said property.

6. Parking of boats, trailers, motorcycles, trucks, truck-campers and like equipment, or junk cars or other unsightly vehicles, shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within a community storage area, if any, approved by the Architectural Committee or within the confines of an enclosed garage, and no portion of same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written permit approved by the Architectural Committee. All other parking of equipment shall be prohibited except as approved in writing by the Architectural Committee.

7. It shall be the obligation of each Owner of any Lot or Building Site to keep and maintain the same, and any building now or hereafter located thereon, in proper condition, including the area between his property line and the improved portion of any abutting public curb or street, including sidewalks, if any, through an association of homeowners

## 13. - COVENANTS

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or otherwise, and to keep and maintain in good condition any Common Areas owned by any such service association or other association.

8. No Owner shall remove or otherwise alter any plant or tree or any landscaping or improvement in any Common Area or in any recreational area without the written consent of the Architectural Committee.

9. (a) All walks and streets are for the use of the Members on an equal basis. It shall be the responsibility of each Owner to allow maximum use of pedestrian and vehicular ingress and egress over walks, streets and driveways by prohibiting automobile parking in front of garages or in the driveways or alleyways and allowing no obstruction or barrier on or across the adjacent sidewalks which would interfere with any other Member's use of the Common Areas or access to his own Lot or dwelling;

(b) Installation of radio and/or television antennae is prohibited outside any building without permission from the Architectural Committee;

10. No business shall be conducted from the home of any Owner which will cause any noticeable increases in vehicular or foot traffic on the streets and sidewalks adjacent to the home. Other business may be allowed only upon prior written approval of the Board of Directors which shall not be unreasonably withheld.

11. The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association showing that the plans and specifications for the improvement or other matters herein provided for have been approved, and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing, or insuring title to said property, or any portion thereof, or any lien thereon and/or any interests therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any action or suit under this Declaration. After the expiration of one year following the issuance of a building permit therefor by municipal or other governmental authority, any structure, work, improvement or alteration shall, as to any purchaser or encumbrancer in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof, unless a notice of non-compliance executed by the Association shall have appeared of record in the office of the County Clerk of the county in which said property is situate, or unless legal proceedings shall have been instituted to enforce completion or compliance.

#### ARTICLE XI.

##### EASEMENTS

All conveyances of land situate in the said property, made by the Declarant, and by all persons claiming by, through, or under the

14. - COVENANTS

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Declarant, shall be subject to the foregoing restrictions, conditions and covenants, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over and across and under all Common Areas and over, across and under all land situate within 5 feet of the side and rear lines of each Lot or Building Site now or hereafter recorded or platted or conveyed by recorded instrument in said property (except that the side and rear line easement shall be 10 feet along the perimeter of this subdivision), and excepting any portion of said property which may now or hereafter be occupied by a residence shall not thereafter be subject to any easement not theretofore applied to use, for the purpose of building, constructing and maintaining thereof underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio or television cables and other services now or hereafter commonly supplied by public utilities or municipal corporations, all of said easement shall be for the benefit of all present and future Owners of property subjected to the jurisdiction of the Association by covenants and restrictions recorded and approved as hereinabove provided; said easements however shall not be unrestricted, but shall be subject to reasonable rules and regulations governing rights of use as adopted from time to time by the Directors of the Association in the interests of securing maximum safe usage of said property without unduly infringing upon the rights or privacy of the Owner or occupant of any part of said property (see also easement for encroachments specified in Article VI). Provided further that if any two or more lots or fraction of one or more lots shall be developed for one building as a single tract or building site, then said easements shall thereafter be located on the area within five (5) feet of the side and rear lines of said building site; if there has been an application to use of such easement prior to development of such lots or fraction of one or more lots to such a building site, then, subject to the approval of the Association, such easement may be relocated, but any expense involved in moving any sewer or storm lines or other utility lines shall be borne by the Owner of the Lot or Building Site, the development of which requires movement of such lines; and a further mutual reciprocal easement for sidewalk purposes is granted and reserved over and across the front ten (10) feet of each Lot in said property, and over all Common Areas in said property, for the purpose of constructing and maintaining and repairing sidewalks thereon for the benefit of the residents of said property, their tenants and guests, subject, however, to rules and regulations reasonably restricting the right of use thereof for the safety and welfare of the public as may be promulgated from time to time by the Association and/or public authority. A corner lot shall be considered to have two front sides for purposes of this sidewalk easement. The "front" of a Lot shall be deemed to be only that portion of a Lot abutting a public street or highway, and the sidewalk easement herein granted and reserved shall not be deemed to include a townhouse Lot which abuts a Common Area or private road or driveway only and does not directly abut a public street or highway. An easement is granted and reserved over and across the area within five (5) feet of the side boundary lines of all of the Lots in said property except the following Lots: Lots 1 through 27 inclusive; Lots 47 through 51 inclusive; Lots 58 through 83 inclusive; Lots 86 through 97 inclusive; Lots

15. - COVENANTS

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100 through 112 inclusive; Lots 120 through 137 inclusive. Said easement shall be for the purpose of providing a side yard for the exclusive use of the abutting Lot for the purpose of maintaining thereon grass, landscaping, patios, and similar side yard uses, provided, however, that only one side of each Lot shall be used for said side yard easement and the Developer shall release the said five (5) foot easement on one side of each of said Lots after completion of construction of a dwelling thereon. The purpose of these easements is to provide a total ten (10) foot or greater side yard on one side of each dwelling (five (5) feet owned by the owner of the Lot and an easement upon an additional adjoining five (5) feet on the adjoining Lot) --the other side of each dwelling will then contain a ten (10) foot side yard for the use of the adjoining land owner. Each of said easements shall be subject to mutual and reciprocal easements for minor encroachments for buildings and improvements constructed by the Developer. An easement is granted and reserved for the benefit of the Association and the Developer upon Tract J of said property for the purpose of constructing and maintaining thereon a monument and sign with the name of the development thereon, and the Association shall keep and maintain and preserve said sign and shall not permit the same to be removed or altered without the written consent of the Developer.

ARTICLE XII.

GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, or the Owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

3. Amendment. The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Any of the covenants and restrictions of this Declaration except the easements herein granted may be amended during the first twenty-five (25) year period by an instrument signed by Members entitled to cast not less than 66 2/3% of the votes entitled to be cast, or by an instrument signed by a majority of the directors certifying that the amendment was duly adopted by a vote of 66 2/3% of the members voting at a meeting called pursuant to the requirements of these Covenants and the Bylaws, provided that any such amendment shall be approved in writing by the Declarant so long as it holds any interest in

16. - COVENANTS

the real property described in Exhibit A or in Exhibit B. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by sixty-six and two-thirds percent (66 2/3%) of the Owners of the property affected, the Architectural Committee, and by the Planning Commission or by the governing body of the county or other public authority having jurisdiction over the granting of building permits in said property, and by the Declarant, so long as it owns any interest in the property referred to in Exhibit A. All such amendments must be recorded in the appropriate deed records of the county in which said property is situate, to be effective.

4. No Right of Reversion. Nothing herein contained in this Declaration, or in any form of deed which may be used by Declarant, or its successors and assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion or reentry for breach or violation of any one or more of the provisions hereof.

5. Insurance. The Owner of every building or Dwelling Unit located upon any part of said property shall at all times cause the same to be insured with broad form fire and extended coverage insurance for the full replacement value thereof, purchased through a company selected by the Association. Upon all lots upon which are located buildings containing party-walls or otherwise intended for occupancy by more than one family, the following provisions apply: The Association shall be named as an insured on all such policies and shall upon request cause the insurance company to furnish the Association with a certificate showing said insurance to be in effect (attached units shall all be insured with the same insurance company). If any Owner fails to furnish the Association with said certificate, the Association may obtain (but it shall not be obligated to so do) such insurance with the proceeds payable to the Owner, any mortgagees, and to the Association as their respective interests may appear. The Association shall assess the cost of such insurance against the Owner, and such assessment shall become a lien and collectable and enforceable in the same manner as all assessments provided for herein.

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

7. Assignment by Declarant. Any or all rights, powers, and reservations of Declarant herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned; and upon any such corporation or association evidencing its intent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers

17. - COVENANTS

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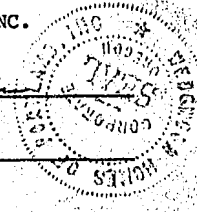
and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by the Declarant alone, so long as it owns any interest in any portion of said property.

IN WITNESS WHEREOF, the undersigned owners of all property within said property have caused these presents and these amended covenants to be executed this 31 day of January, 1977.

WEDGWOOD HOMES OF PORTLAND, INC.

By *[Signature]*

By *[Signature]*



18. - COVENANTS

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TELEPHONE 221-0350



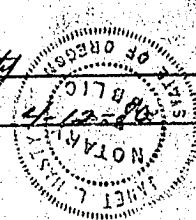
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STATE OF OREGON )  
 ) SS.  
County of Washington )

On this 1st day of January, 1977, before me, appeared Dwight E. Hansen and John L. Pedersen, both to me personally known, who being duly sworn, did say that they are the Director and Assistant Secretary respectively of WEDGWOOD HOMES OF PORTLAND, INC., the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and they acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*[Handwritten Signature]*  
NOTARY PUBLIC FOR OREGON  
My Commission expires: 2-12-80



19. - COVENANTS

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TELEPHONE 821-0520

SURVEYOR'S CERTIFICATE ~~SEPARATE~~ ORIGINAL

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APPROVALS

October 19

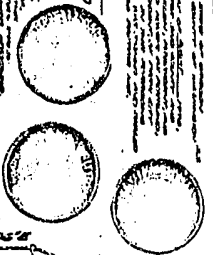
John M. [Signature]

[Signature]



ACKNOWLEDGEMENT

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PLAT RESTRICTIONS

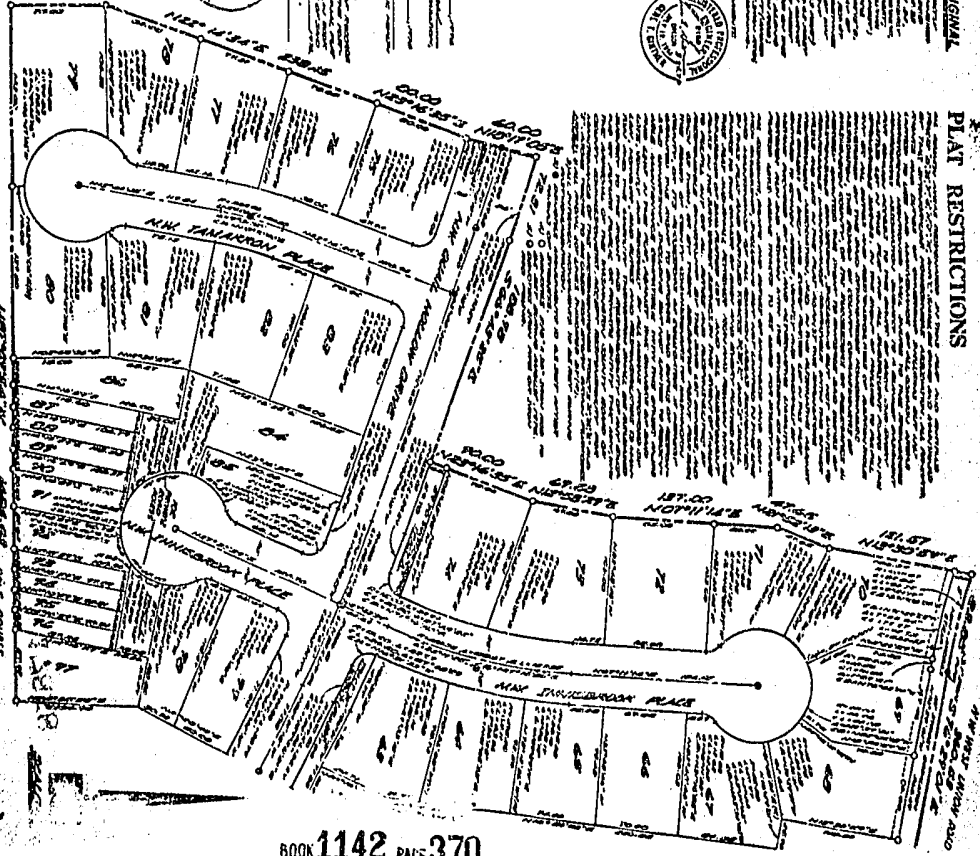


EXHIBIT A

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A

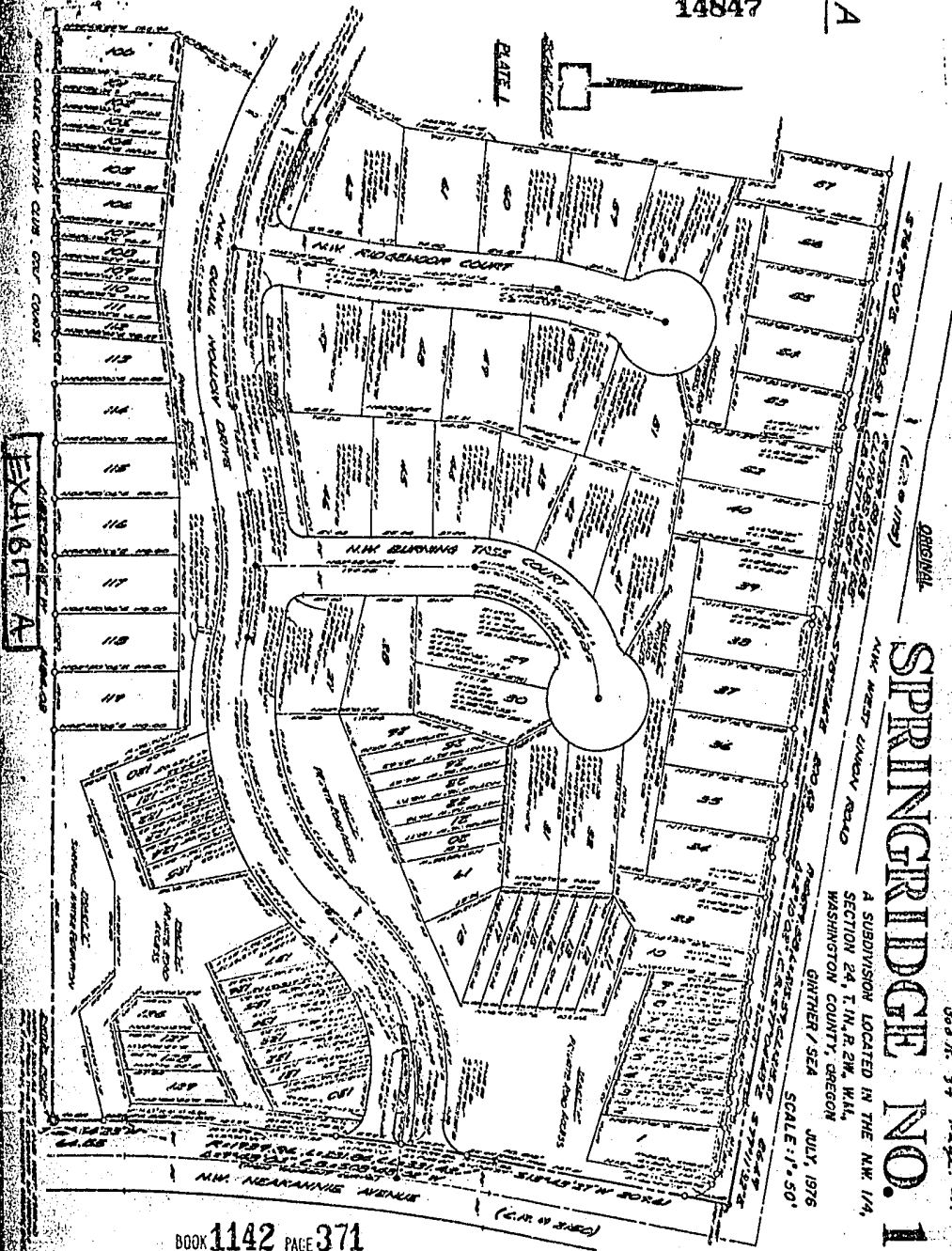


EXHIBIT A

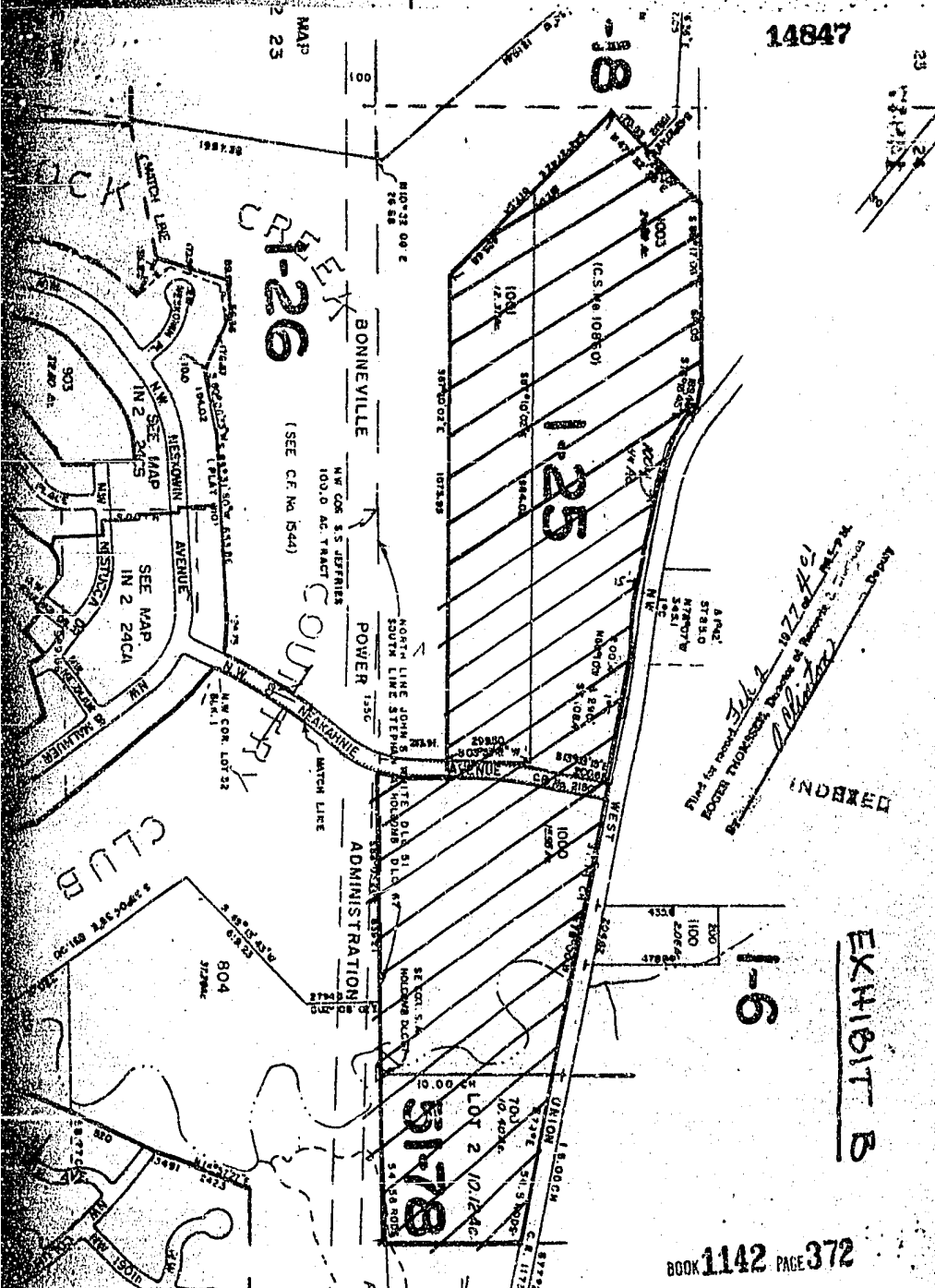
# SPRINGRIDGE NO. 1

ORIGINAL  
 1 (containing)  
 A SUBDIVISION LOCATED IN THE N.W. 1/4,  
 SECTION 24, T.14, R.24, W.11,  
 WASHINGTON COUNTY, OREGON  
 GANTHER & SEA  
 JULY, 1976  
 SCALE: 1" = 50'

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MAP 2 23



1-26

(SEE C.F. No. 1544)

1-25

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EXHIBIT B

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51-78

CLUB

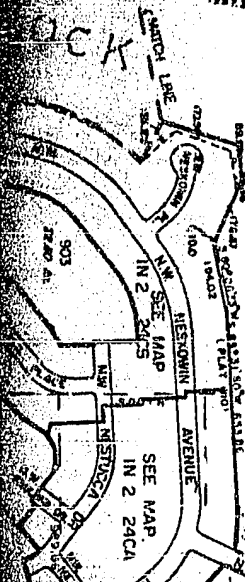
ADMINISTRATION

BONNEVILLE

NEARSHINE COUNTRY

DEBONI

Filed for record 10/22/81  
 by Roger Thompson, Director of Revenue & Finance,  
 State of Missouri



UCK



34B-4(665)

5702

77-16259

PROTECTIVE COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS FOR  
SPRINGRIDGE NO. 2

THIS DECLARATION made on the date hereinafter set forth by the undersigned:

WHEREAS, the undersigned are the owners of that certain real property in the County of Washington, State of Oregon, hereinafter referred to as "said property", more particularly described as follows:

SPRINGRIDGE NO. 2, as platted in Book 40, Page 40, Plat Records of Washington County, Oregon, (Exhibit A).

NOW THEREFORE, the undersigned hereby declare that all of said property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These easements, covenants, restrictions and reservations constitute covenants to run with the land and shall be binding upon all present and future owners of said property, and all persons claiming under them, and shall inure to the benefit of and be limitations upon all present and future owners of the property of any interest therein:

ARTICLE I.

DEFINITIONS

Whenever used in this Declaration, the following terms shall have the following meanings:

1. "Association" shall mean and refer to Springridge Homeowners Association, a nonprofit corporation organized under the laws of the State of Oregon, its successors and assigns;

2. "Said Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by recorded covenants in the manner hereinafter set forth;

3. "Common Area" shall mean all real property, and appurtenances thereon now or hereafter owned by the Association for the common use and enjoyment of the members of the Association;

4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of said property with the exception of Common Areas, and to any parcel of said property under one ownership consisting of a portion of one or more of such lots and/or contiguous portions of two or more contiguous lots and upon which a dwelling has been constructed and occupied;

1. - COVENANTS

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5. "Members" shall mean and refer to every person or entity who holds a membership in the Association;

6. "Owner" shall mean and refer to the record holder (including contract sellers), whether one or more persons or entities, of all or any part of said property, excluding those having such interest merely as security for the performance of an obligation;

7. "Building Site" shall mean and refer to a Lot, or to any parcel of said property under one ownership which consists of a portion of one of such lots or contiguous portions of two or more contiguous Lots if a building is constructed thereon;

8. "Dwelling Unit" shall mean and refer to that portion of any structure intended to be occupied by one family as a dwelling under applicable zoning and building laws and restrictions;

9. "Set back" means the minimum distance between the Dwelling Unit or other structure referred to and a given street or road or lot line;

10. "Mortgage" shall mean and refer to any mortgage or deed of trust, and "Mortgagee" shall refer to the mortgagee or trustee and beneficiary under a deed of trust;

11. "Declarant" or "Developer" shall mean and refer to Wedgwood Homes of Portland, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot or Building Site from Declarant for the purpose of development for resale.

#### ARTICLE II.

##### ANNEXATION OF ADDITIONAL PROPERTY

Real property in addition to that described above and referred to as Exhibit A may be made subject to the jurisdiction of the Association, whereupon automatically it shall be included in any reference herein to "said property" or "said properties".

1. Annexation of additional property shall require the assent of persons entitled to cast two-thirds (2/3) of the votes of the Class B members present in person or by written proxy and (except as provided in Section 2 below) the assent of persons entitled to cast two-thirds (2/3) of the votes of the Class A members present in person or by written proxy at a meeting of the Association duly called for such purpose written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of such meeting, setting forth the purpose thereof.

The presence of members entitled to cast 60% of the votes of each class of membership shall constitute a quorum at such meeting. In the event that a quorum is not forthcoming at any such meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such meeting shall be one-half of the required

#### 2. - COVENANTS

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quorum at the preceding meeting. If the required assent is not forthcoming, no subsequent meeting shall be held for the purpose of annexing such property for sixty (60) days from the date of the last of such meetings.

2. If within ten (10) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in Exhibit B attached hereto, such additional lands may be annexed to said properties without the assent of the Class A members by recording covenants applicable to the property to be annexed subjecting that property to Covenants substantially similar to these Covenants and making the same subject to the jurisdiction of the Association.

### ARTICLE III.

#### MEMBERSHIP

Every person or entity who is a record owner (including contract sellers) of a fee or undivided fee interest in any Lot, Building Site or Dwelling Unit located upon any part of said property shall, by virtue of such ownership, be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any such Lot, Building Site or Dwelling Unit made subject to the jurisdiction of the Association. Such ownership shall be the sole qualification for membership, and shall automatically commence upon a person becoming such Owner, and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

### ARTICLE IV.

#### VOTING RIGHTS

The Association shall have two classes of voting membership:

1. Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Dwelling Unit, Lot and Building Site in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Dwelling Unit or Lot or Building Site, all such persons shall be members. The vote for such Dwelling Unit, Lot or Building Site shall be exercised as they among themselves determine or if unable to agree, they may cast fractional voted proportionate to the ownership interest, but in no event shall more than one Class A vote be cast with respect to any one Dwelling Unit or Lot. The vote applicable to any of said property being sold under a contract of purchase shall be exercised by the contract vendor unless the contract expressly provides otherwise.

2. In order to prevent duplication of voting rights, if the owner of a Dwelling Unit is entitled to vote by reason of such ownership,

### 3. - COVENANTS

neither he nor any other person shall be entitled to a vote by virtue of ownership of any interest in the land upon which is located the building in which such Dwelling Unit is located.

3. Class B. The Class B member(s) shall be the Declarant, so long as Declarant owns any lot in said property upon which no building has been built.

4. Members shall be entitled to vote in person or by written proxy. Voting by proxy shall be in accordance with rules set forth in the Bylaws of the Association as amended from time to time.

5. The election of officers and directors of the Association shall be by the Class B member so long as Class B membership exists. Thereafter it shall be as provided in the Bylaws of the Association as amended from time to time.

6. Certain actions of the Association shall require a vote of the owners of the first mortgages, if any, on the individual units in said property, as set forth in Paragraph 9 of Article VI, of these Covenants.

#### ARTICLE V.

##### PROPERTY RIGHTS

###### Section 1. Member's Easements of Enjoyment.

Every member of the Association shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject, however, to the following provisions:

- a) The right of the Association to limit the number of Members permitted to use a particular part of the Common Areas at any one time;
- b) The right of the Association to charge reasonable admission fees for the use of any recreational facility or other facility now or hereafter situated upon the Common Areas or otherwise controlled by the Association, including, particularly, the right to charge an annual or other periodic fee for Members who desire exclusive use of such facility and who are willing to pay a special fee or assessment for such use; provided, however, that any such fee shall not be in excess of an amount necessary to reimburse the Association for the cost thereof, including operation, maintenance and amortizing replacement cost thereof;
- c) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said Common Area facilities for such purposes, and the rights of any mortgagees in said properties shall be subordinate to the rights of the homeowners hereunder;
- d) The right of the Association to suspend any Member's voting rights and/or to use any of the recreational facilities owned by the

#### 4. - COVENANTS

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Association, for any period during which any assessments against said Member's property remains unpaid; and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations;

e) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such condition or transfer shall be effective unless an instrument has been recorded in the appropriate county deed records, signed by a majority of the Directors, together with a certificate that such transfer was approved by a vote of two-thirds (2/3) of the Members, or that said instrument is signed by Members entitled to cast two-thirds (2/3) of the vote of the membership agreeing to such dedication or transfer.

f) The right of the Directors of the Association to promulgate reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of such Common Areas by the members of the Association without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said property, including, without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said property during certain times, and reasonable regulations and restrictions regarding parking.

#### Section 2. Delegation of Use.

Any Member may delegate, in accordance with the rules and regulations adopted from time to time by the Directors, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers, providing they reside on the property.

### ARTICLE VI

#### COVENANT FOR MAINTENANCE ASSESSMENT

1. Creation of the Lien and Personal Obligation of Assessments.  
The Declarant hereby covenants for all of said property, and each owner of any Dwelling Unit, Lot or Building Site by acceptance of a deed or contract of purchase therefor, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association: (1) regular annual or other regular periodic assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in said property and in particular for the improvement and maintenance of said property, and Common Areas, the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, and of the Dwelling Units situated upon said property and including, without being limited thereto, the payment of taxes and insurance on all or any part of said property. Expenditures greater than \$500 shall not be made in any 12-month period for construction of any building or improvement other than normal repair of theretofore existing buildings without approval of the members in the manner provided herein for assessments for capital improvements.

3. Basis and Maximum Annual Assessments.

a) The maximum regular annual assessment from and after the execution of these Covenants shall be such sum as may be provided for in the Bylaws, provided, however, it will not be in excess of \$6.00 per month for each Lot or Dwelling Unit subsubject thereto plus a percentage increase therein equal to the percentage increase in the Consumer Price Index (published by the Department of Labor, Washington, D.C. or successor U. S. Governmental agency, U.S. City average) from and after the month and year these Covenants are first recorded. Provided, however, that the maximum monthly charge applicable to Lots 1-26, 33-39, 52-57, 86-97, 100-137, may be up to \$30 per month more than that assessed against the other Lots, (plus proportionate Consumer Price Index increases), provided, however, such additional assessment funds shall be segregated and such funds used solely in connection with maintenance of such Lots and Common Area thereon or adjacent thereto and/or improvements thereon.

b) The increase in the Consumer Price Index shall be computed as of January 1 and July 31 of each year. Monthly assessments shall be fixed as of those dates and may not be changed because of increases in the cost of living within the succeeding six months except by a vote of two-thirds (2/3) or more of the entire Class A membership and all of the Class B membership. Whenever the Association increases the basic regular monthly assessment because of increases in the Consumer Price Index, notice shall be given to each Owner.

c) From and after January 1 of any year, the maximum monthly assessment may be increased above that determined by reference to the basic assessment, plus Consumer Price increases as aforesaid, by vote of the Members, provided that any such increase shall be approved by the affirmative vote of not less than two-thirds of the vote of the Members entitled to vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. There shall be not less than a six-month interval between each such meeting;

d) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix a regular flat assessment upon a monthly, quarterly, or annual basis at an amount not in excess of the maximum specified above;

e) If any Owner should fail to keep and maintain properly the exterior of any building or Lot or the exterior of any common or other

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area of said property owned or maintained by said Owner in good condition, or if any part of said property becomes damaged or destroyed, then the Association, after giving said Owner reasonable written notice (by Certified or Registered Mail with return receipt requested, quoting a copy of this paragraph), may enter upon said property and perform said maintenance and assess the reasonable cost thereof to said Owner, such assessment shall be added to the regular assessment and become a lien and enforceable in the same manner. Disputes concerning the enforcement of this provision and the necessity of such maintenance or replacement shall be arbitrated by an arbitrator to be mutually agreed upon by the parties, or if the parties are unable to agree, then as appointed by the Court having general jurisdiction in the county in which said property is located, or other Court having appropriate jurisdiction.

4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that, except for repairs or replacements, any such assessment for structural alterations, capital additions or capital improvements reflecting an expenditure of in excess of \$500.00 shall require the assent of the Class B membership, if any, and a majority of the votes of Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

5. Uniform Rate of Assessment. Both regular flat assessments and any special assessment may be fixed at a uniform rate for all Dwelling Units, Lots and Building Sites, and may be collected on an annual, quarterly, or monthly basis in the discretion of the Directors; except that assessments may be levied applicable to some Lots only with prior consent (or without consent if such lots are referred to in paragraph 3(a) above) by the Owners of such Lots if such procedure is considered equitable in the discretion of the Board in order to maintain facilities to be available only to the Members desiring to pay for the cost thereof. Covenants recorded requiring Owners of certain properties to pay the cost of maintenance of private streets, Common Areas or other property shall be deemed to be a consent by such Owners to special assessment under this paragraph.

6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the first meeting of Members or of proxies entitled to cast sixty (60%) percent of all of the Class A votes shall constitute a quorum for action to be taken by Class A members. Approval of the Class B member may be by written consent to action taken without a meeting if duly subscribed by an officer of the Class B member. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the meeting at which the quorum was forthcoming.

7. -COVENANTS

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7. Date of Commencement of Annual Assessments: Due Dates. The Board of Directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any reasonable time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a special Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Failure to pay any monthly assessment for more than ten (10) days after the due date may, if the Bylaws so provide, result in a delinquency service charge in the sum of \$5.00 for each such delinquency. This service charge shall be subject to the same enforcement rights of the Association as other assessments and charges. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum. The Secretary of the said Association may file in the office of the Director of Records, County Clerk or appropriate recorder of conveyances of the county in which said property is located, a statement of the amount of any such charges or assessments, together with interest as aforesaid, which have become delinquent with respect to any Dwelling Unit, Lot or Building Site on said property, and upon payment in full thereof, shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessments, together with interest, costs and expenses and a reasonable attorneys' fee for the filing and enforcement thereof, shall constitute a lien on the whole Dwelling Unit, Lot or Building Site (including any undivided interest in common elements of any Dwelling Unit, Lot or Building Site in any condominium), with respect to which it is fixed from the date the notice of delinquency thereof is filed in the office of said Director of Records or County Clerk, or other appropriate recording office, until the same has been paid or released as herein provided. Such lien may be enforced by said Association in the manner provided by law with respect to liens upon real property. The Owner of said property at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements, including reasonable attorneys' fees of the Declarant or of the Association as the case may be, of processing and if necessary, enforcing such liens, all of which expense, costs and disbursements and attorneys' fees shall be secured by said lien, including fees on appeal, and such Owner at the time of such assessment is levied, shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Dwelling Unit, Lot or Building site.

9. Subordination of the Lien to Mortgages.  
a) The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon said property or any part thereof.

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Sale or transfer of any Dwelling Unit, Lot or Building Site, or any other part of said property shall not affect the assessment lien. However, the sale or transfer of any Dwelling Unit or Lot or Building Site which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgage and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Dwelling Unit, Lot or Building Site from liability for any assessments thereafter becoming due or from the lien thereof;

b) A first mortgagee, at its request, is entitled to written notification of any default by the mortgagor in the performance of such mortgagor's obligations under these Covenants which is not cured within thirty (30) days. Any first mortgagee who comes into possession of a Lot, Dwelling Unit or Building Site, pursuant to remedies provided in the mortgage, foreclosure of the mortgage, or deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

c) Unless the Owners of at least seventy-five (75%) percent of the mortgages on Lots and/or Dwelling Units in said property (based on one vote for each Lot subject to a mortgage) have given their written approval, the Association shall not be entitled to:

(i) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned directly or indirectly by the Association for the benefit of the units (Common Areas). The granting of easements for public utilities or for other public purposes consistent with the intended use of the property by the Association shall not be deemed a transfer within the meaning of this clause:

(ii) The Association shall not change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner, except in accordance with the provisions of Article VI of the Covenants;

(iii) By act or omission, abandon any scheme of regulation or enforcement thereof pertaining to the exterior maintenance of the Common Areas, the maintenance of party walls or common fences, driveways or the upkeep of lawns and plantings in the property;

(iv) Fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis in an amount of not less than one hundred (100%) percent of the insurable value (based on current replacement costs):

(v) Use hazard insurance proceeds for loss of any common property other than replacement and reconstruction of such improvements.

d) Any first mortgagee shall have the right to examine the books and records of the Association.

e) First mortgagees of any unit in the property may jointly or singly pay taxes or other charges which are in default and which may or have become a charge against any common property, and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such property, and first mortgagees making such payment shall be owed immediate reimbursement therefore from the Association. Upon request, the Association shall enter into an agreement with any first mortgagee reflecting the agreement of the Association to such reimbursement.

f) "Mortgage", as that term is used in these Covenants, shall be deemed to include deeds of trust, and "mortgagees" shall mean beneficiaries of deeds of trust.

10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties expressly dedicated to and accepted by a governmental or other public authority; (b) any Common Areas; (c) all other properties owned by the Association; and (d) Lots or Building Sites owned by the Declarant prior to the time a Dwelling Unit or other building is constructed thereon and occupied. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE VII.

##### ARCHITECTURAL CONTROL

1. No building, fence, wall, hedge, structure, improvement, obstruction, ornament, landscaping or planting over two feet in height above ground level shall be placed or permitted to remain upon any part of said property unless a written request for approval thereof containing the plans and detailed specifications therefor, including exterior color scheme, has been approved in writing by a majority of the Architectural Committee except that the foregoing restrictions shall not apply to the following:

a) Shrubs or plants located within 5 feet of any building on the Lot upon which said building is located;

b) Trees, shrubs or plants located upon a plot of ground not larger than eight (8) feet in any dimensions thereof and which plot is not closer than 15 feet from any other tree or shrub or plant or any part thereof which obscures sight or view between 2 feet above ground level and 12 feet above ground level.

2. The Architectural Committee referred to herein shall be composed of John H. Klein, Ray Marble and David Peccie. Its decision shall be final and binding; however, applications may be resubmitted. Upon failure of the committee or its designated representative to approve or disapprove any

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application for a period of thirty (30) days after it has been submitted in writing, in duplicate, to the Chairman of the Committee or his designated representative, said application will be deemed to have been disapproved. The original members of the Committee shall serve for three years. New members shall be elected for a term of three years by majority vote of the remaining members of the Committee. If any member of the Committee is unable or unwilling to act, the remaining members shall elect a successor to serve out the unexpired term. After the Declarant no longer owns any lot in said property, the Architectural Committee shall consist of the President of the Association, three members appointed by the Board of Directors of the Association, and the district representative on the Board of Directors from the district in which the property is located which is the subject of action by the Architectural Committee.

3. No member of the Architectural Committee, however created or constituted, shall receive any compensation from the Association or make any charge for his services as such.

#### ARTICLE VIII.

##### EXTERIOR MAINTENANCE

1. The Association shall maintain or provide for the maintenance of the Common Areas, except portions thereof used as easements or landscaped areas, required to be maintained by Owners as set forth in Article X or otherwise herein.

2. It shall be the obligation of each Owner of any Lot, Dwelling Unit or Building Site to keep and maintain the same, and any building or improvement now or hereafter located thereon, in proper condition, including the area between his property line and the paved portion of any street or curb abutting his property, including sidewalks, if any. If any Owner fails to keep his Lot and improvements so maintained, the Association may, upon reasonable notice, enter said Lot and perform said maintenance and assess the cost thereof to said Owner. If the exterior of any dwelling unit has not been repainted or restained for a period of 5 or more years, the same shall be deemed to require repainting or restaining, and in such event, the Association or in the case of a building with more than one dwelling unit, any owner of all or part of the building in which said dwelling unit is located, may cause all or any part of such building to be repainted or restained as appropriate, and collect a pro rata portion of the cost thereof from the owners of each dwelling unit in the building so repainted. The right to enforce collection shall be treated as an assessment and collectable as such by the Association or by the owner causing such repainting or restaining.

Each Owner shall be responsible for maintaining and keeping in good order and repair, the interior of his own Dwelling Unit.

#### ARTICLE IX

##### PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the real property described in EXHIBIT A, and shall be for the benefit of and limitations upon

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all present and future Owners of said property, or of any interest therein;

1. Unless written approval is first obtained from the Architectural Committee, no sign of any kind shall be displayed to public view on any building or building site on said property except one professional sign of not more than five square feet advertising the property for sale or rent, or sign used by the developer to advertise the property during the construction and sales period. If a property is sold or rented, any sign relating thereto shall be removed immediately, except that the Declarant and only Declarant or its agent may post a "Sold" sign for a reasonable period following a sale.

2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except dogs, cats or other household pets provided that such household pets are not kept, bred or maintained for any commercial purpose.

3. No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

4. No noxious or offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, camper-truck, tent, garage, barn, shack, or other out-building shall at any time be used as a residence temporarily or permanently on any part of said property.

6. Parking of boats, trailers, motorcycles, trucks, truck-campers and like equipment, or junk cars or other unsightly vehicles, shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within a community storage area, if any, approved by the Architectural Committee or within the confines of an enclosed garage, and no portion of same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written permit approved by the Architectural Committee. All other parking of equipment shall be prohibited except as approved in writing by the Architectural Committee.

7. It shall be the obligation of each Owner of any Lot or Building Site to keep and maintain the same, and any building now or hereafter located thereon, in proper condition, including the area between his property line and the improved portion of any abutting public curb or street, including sidewalks, if any, through an association of homeowners or otherwise, and to keep and maintain in good condition any Common Areas owned by any such service association or other association.

8. No Owner shall remove or otherwise alter any plan or tree or any landscaping or improvement in any Common Area or in any recreational area without the written consent of the Architectural Committee.

## 12. - COVENANTS



9. a) All walks and streets are for the use of the Members on an equal basis. It shall be the responsibility of each Owner to allow maximum use of pedestrian and vehicular ingress and egress over walks, streets and driveways by prohibiting automobile parking in front of garages or in the driveways or alleyways and allowing no obstruction or barrier on or across the adjacent sidewalks which would interfere with any other Member's use of the Common areas or access to his own Lot or dwelling;

b) Installation of radio and/or television antennae is prohibited outside any building without permission from the Architectural Committee;

10. No business shall be conducted from the home of any Owner which will cause any noticeable increases in vehicular or foot traffic on the streets and sidewalks adjacent to the home. Other business may be allowed only upon prior written approval of the Board of Directors which shall not be unreasonably withheld.

11. The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association showing that the plans and specifications for the improvement or other matters herein provided for have been approved, and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing, or insuring title to said property, or any portion thereof, or any lien thereon and/or any interests therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any action or suit under this Declaration. After the expiration of one year following the issuance of a building permit therefor by municipal or other governmental authority, any structure, work, improvement or alteration shall, as to any purchaser or encumbrances in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof, unless a notice of non-compliance executed by the Association shall have appeared of record in the office of the County Clerk of the county in which said property is situate, or unless legal proceedings shall have been instituted to enforce completion or compliance.

#### ARTICLE X.

#### EASEMENTS

All conveyances of land situate in the said property, made by the Declarant, and by all persons claiming by, through, or under the Declarant, shall be subject to the foregoing restrictions, conditions and covenants, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over and across and under all Common Areas and over, across and under all land situate within five (5) feet of the side and rear lines of each Lot or Building Site now or hereafter recorded

#### 13. - COVENANTS

or platted or conveyed by recorded instrument in said property (except that the side and rear line easement shall be ten (10) feet along the perimeter of this subdivision), and excepting any portion of said property which may now or hereafter be occupied by a residence shall not thereafter be subject to any easement not theretofore applied to use, for the purposes of building, constructing and maintaining thereof underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio or television cables and other services now or hereafter commonly supplied by public utilities or municipal corporations, all of said easement shall be for the benefit of all present and future Owners of property subjected to the jurisdiction of the Association by covenants and restrictions recorded and approved as hereinabove provided; said easements, however, shall not be unrestricted, but shall be subject to reasonable rules and regulations governing rights of use as adopted from time to time by the Directors of the Association in the interests of securing maximum safe usage of said property without unduly infringing upon the rights or privacy of the Owner or occupant of any part of said property (see also easement for encroachments specified in Article VI). Provided further that if any two or more lots or fraction of one or more lots shall be developed for one building as a single tract or building site, then said easements shall thereafter be located on the area within five (5) feet of the side and rear lines of said building site; if there has been an application to use of such easement prior to development of such lots or fraction of one or more lots to such a building site, then, subject to the approval of the Association, such easement may be relocated, but any expense involved in moving any sewer or storm lines or other utility lines shall be borne by the Owner of the Lot or Building Site, the development of which requires movement of such lines; and a further mutual reciprocal easement for sidewalk purposes is granted and reserved over and across the front ten (10) feet of each Lot in said property, and over all Common Areas in said property, for the purpose of constructing and maintaining and repairing sidewalks thereon for the benefit of the residents of said property, their tenants and guests, subject, however, to rules and regulations reasonably restricting the right of use thereof for the safety and welfare of the public as may be promulgated from time to time by the Association and/or public authority. A corner lot shall be considered to have two front sides for purposes of this sidewalk easement. The "front" of a Lot shall be deemed to be only that portion of a Lot abutting a public street or highway, and the sidewalk easement herein granted and reserved shall not be deemed to include a townhouse Lot which abuts a Common Area or private road or driveway only and does not directly abut a public street or highway.

#### ARTICLE XII.

##### GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, or the Owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### 14. - COVENANTS

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

3. Amendment. The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Any of the covenants and restrictions of this Declaration except the easements herein granted may be amended during the first twenty-five (25) year period by an instrument signed by Members entitled to cast not less than sixty-six and two-thirds percent (66 2/3%) of the votes entitled to be cast, or by an instrument signed by a majority of the directors certifying that the amendment was duly adopted by a vote of sixty-six and two-thirds percent (66 2/3%) of the members voting at a meeting called pursuant to the requirements of these Covenants and the Bylaws, provided that any such amendment shall be approved in writing by the Declarant so long as it holds any interest in the real property described in Exhibit A or in Exhibit B. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by sixty-six and two-thirds percent (66 2/3%) of the Owners of the property affected, the Architectural Committee, and by the Planning Commission or by the governing body of the county or other public authority having jurisdiction over the granting of building permits in said property, and by the Declarant, so long as it owns any interest in the property referred to in Exhibit A. All such amendments must be recorded in the appropriate deed records of the county in which said property is situated, to be effective.

4. No Right of Reversion. Nothing herein contained in this Declaration, or in any form of deed which may be used by Declarant, or its successors and assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion of reentry for breach or violation of any one or more of the provisions hereof.

5. Insurance. The Owner of every building or Dwelling Unit located upon any part of said property shall at all times cause the same to be insured with broad form fire and extended coverage insurance for the full replacement value thereof, purchased through a company selected by the Association. Upon all lots upon which are located buildings containing party-walls or otherwise intended for occupancy by more than one family, the following provisions apply: The Association shall be named as an insured on all such policies and shall upon request cause the insurance company to furnish the Association with a certificate showing said insurance to be in effect (attached units shall all be insured with the same insurance company). If any Owner fails to furnish the Association with said certificate, the Association may obtain (but it shall not be obligated to do so) such insurance with the proceeds payable to the Owner, any mortgagees, and to the Association as their respective interests may appear. The Association shall assess the cost of such insurance against the Owner, and such assessment shall become a lien and collectable and

15. - COVENANTS

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enforceable in the same manner as all assessments provided for herein.

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

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

IN WITNESS WHEREOF, the undersigned owners of all property within said property have caused these presents and these covenants to be executed this 2 day of November, 1977.

WEDGWOOD HOMES OF PORTLAND, INC.

By: John H Klein

By: John L Pedersen

FORM No. 24—ACKNOWLEDGMENT—CORPORATION.

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Washington } ss. On this 2nd day of November, 1977,  
before me appeared John H. Klein and  
John L. Pedersen both to me personally known, who being

duly sworn, did say that he, the said John H. Klein  
is the President, and he, the said John L. Pedersen  
is the Asst. Secretary of Wedgwood Homes of Portland, Inc.

the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and John H. Klein and John L. Pedersen acknowledge said instrument to be the free act and deed of said Corporation.

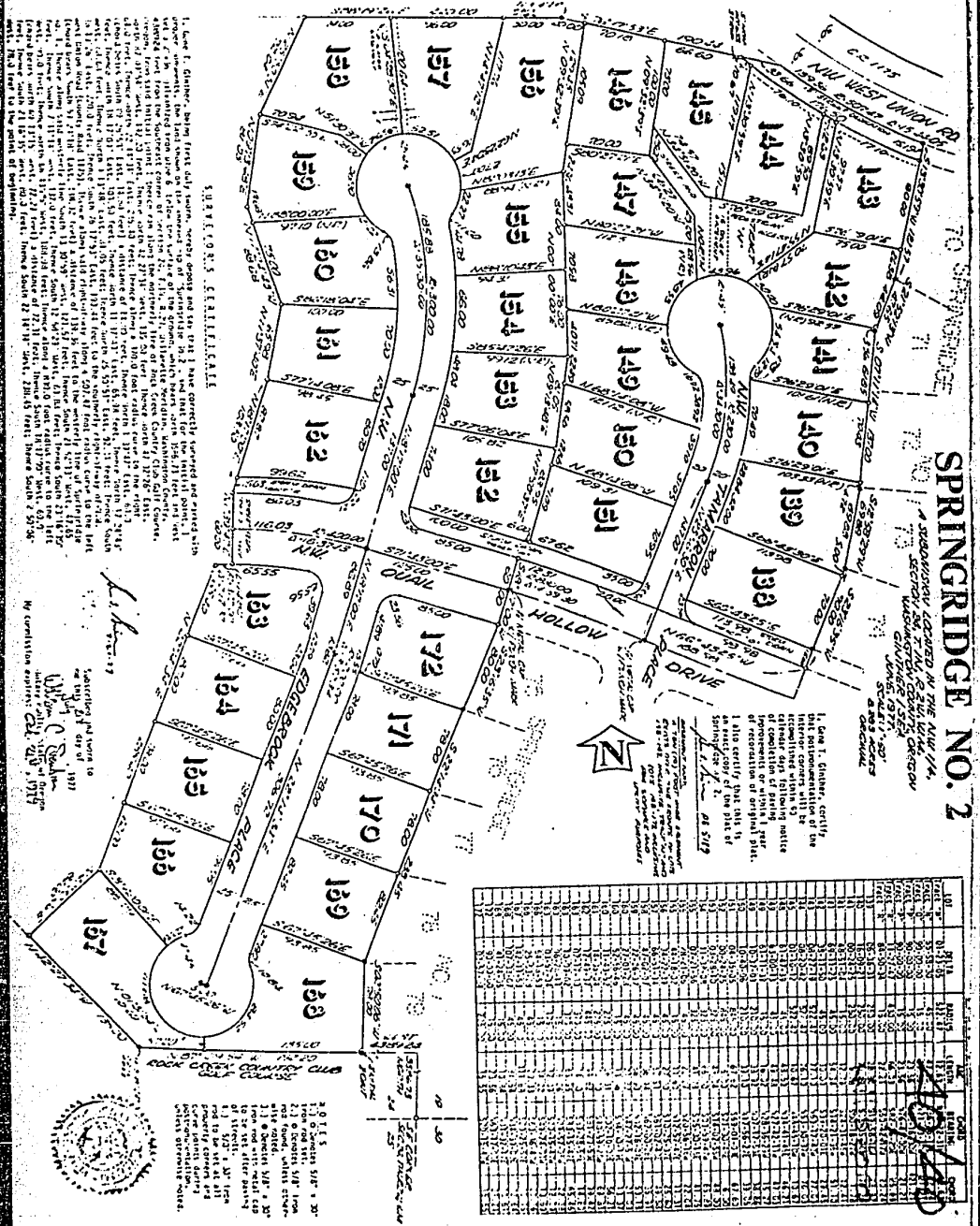
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Patricia J Schrom  
Notary Public for Oregon.  
My Commission expires 10/24/80



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# EXHIBIT "A"



SPRINGRIDGE NO. 2  
ORIGINAL

Sheet No Page No 4

ACKNOWLEDGEMENT

State of Oregon s.s.  
County of Washington  
This is to certify that on this 24th day of September, 1922, before me a notary public in and for said county and state, personally appeared John H. Keith, President, and George W. B. Smith, Vice President, of Park City Corporation, the corporation named in the foregoing instrument, that said instrument was signed on behalf of said corporation and also witnessed by me.

Notary Public for the State of Oregon  
By *George W. B. Smith*  
Commission Expires *9/22/24*



DEDICATION

Know all men by these presents that Wadsworth House of Portland, Inc., an Oregon corporation, has by its duly authorized officers, directors and agents, dedicated to the public use of the lands in Section 16, T. 13S., R. 12E., Washington County, Oregon, as shown on the attached plat and more particularly described in the Surveyor's Certificate hereunto shown on the Plat, and to be hence dedicated "Springside No. 2", and do hereby dedicate all the streets as shown hereon to the public for public use forever.

*John H. Keith* President  
*George W. B. Smith* Vice Pres., Park City Corp.  
Wadsworth House  
Director, Wadsworth House

PLAT RESTRICTIONS

- 1) All common areas, hereinafter in this plat and entitled "Tract 'M'" shall be owned and maintained by the Springside Home Owners Association. All benefits, rights and duties hereunder shall inure to the Springside Home Owners Association and shall not be subject to a blanket present for common areas to the order of each and every owner of a lot or lots in the said plat. The Springside Home Owners Association shall be organized and its name shall be recorded in the office of the County Clerk of Washington County, Oregon, and its articles of incorporation shall be recorded in the office of the Secretary of State of Oregon. The Board of County Commissioners of Washington County, or its successors or delegates is hereby granted the right to enforce said duties of responsible parties, including but not limited to reasonable maintenance compatible with the other areas and lots in the plat, and to enforce the same by the use of legal process. The Board of County Commissioners shall have the authority to amend the articles of incorporation, jointly and severally by all, as provided by law, and constructive liability to enforce run and severally by all, as provided by law. Above streets shall be used for street purposes.
- 2) All benefits, rights and duties of undivided and common ownership, including but not limited to the use and enjoyment of all common areas designated in this plat and all other areas shown on the plat, shall inure to the benefit of all persons owning and all undivided interests in the said plat, and shall be subject to the same in the event of failure to fulfill any or all of the duties and responsibilities hereinbefore set forth for each of the Board of County Commissioners of Washington County, or its successors or delegates is hereby granted the right to enforce said duties of responsible parties, including but not limited to reasonable maintenance compatible with the other areas and lots in the plat, and to enforce the same by the use of legal process. The Board of County Commissioners shall have the authority to amend the articles of incorporation, jointly and severally by all, as provided by law, and constructive liability to enforce run and severally by all, as provided by law. Above streets shall be used for street purposes.
- 3) Tract "M" is a 1' x 8 1/2' strip street plat.
- 4) A 3-foot wide manure area strip extends along the South line of Lots 153 & 154 & 155.

LETTINGS

Approved *Sept 26* 1922  
By *George W. B. Smith*  
Commission Expires *9/22/24*

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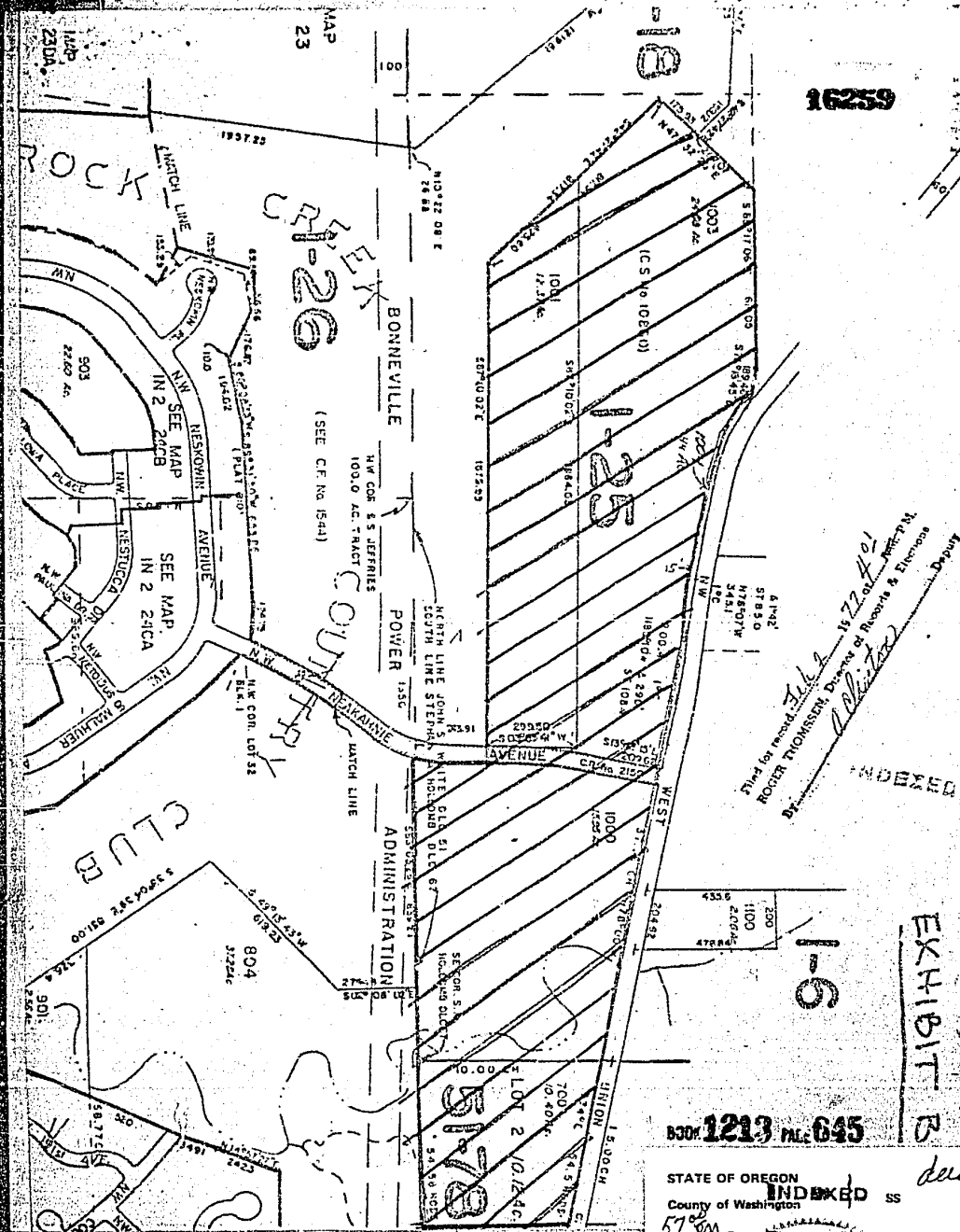
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BOOK 1213 PAGE 645

STATE OF OREGON  
 County of Washington

576M  
 Roger Thomassen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records No. \_\_\_\_\_ of said County

Witness my hand and seal affixed.  
 ROGER THOMASSEN, Director of Records & Elections  
 Deputy

NOV 3 12 10 PM '77

EXHIBIT B

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MAP 23

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