

DECLARATION OF CONDITIONS. COVENANTS. AND RESTRICTIONS

McDANIEL WOODS SUBDIVISION

WASHINGTON COUNTY. OREGON

November 1991

THIS DECLARATION made on the date set forth above:

Whereas, the undersigned is the owner of that certain real property in the County of Washington, state of Oregon, hereinafter referred to as "the Property," more particularly described as follows:

McDaniel Woods Subdivision, as platted in Book 79, Page 32 & 33 Plat Records of Washington County, Oregon, excepting Lot 37 thereof, which is not to be governed in any way by these Conditions, Covenants and Restrictions.

Now, Therefore, the undersigned hereby declares that all of the Property is and shall be held, sold, and conveyed upon and subject to the conditions, covenants, restrictions, reservations, and easements hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, livability, and aesthetic quality of the Property. These conditions, covenants, restrictions, reservations, and easements constitute covenants to run with the land and shall be binding upon all present and future owners of the Property and interest therein:

I. DEFINITIONS

The following words when used in the Declaration shall have the following meanings:

1. "The Property" shall mean and refer to that certain real property herein described.
2. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property and to any parcel of the Property under one ownership consisting or 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 or occupied.
3. "Owner" shall mean and refer to the record owner (including contract purchasers), whether one or more persons or entities, of all or any part of the Property, excluding those having such interest merely as security for the performance of an obligation.
4. "Building Site" shall mean and refer to a Lot, or to any parcel of the 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.
5. "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.
6. "Set Back" means the minimum distance between the Dwelling Unit or other structures referred to and given street or road or lot line.
7. "Declarant" shall mean and refer to McDaniel Associates Limited Partnership, its successors and assigns.

II. USE OF LAND

No building or structure shall be created, constructed, maintained, or permitted upon the Property except upon a Building

Site as hereinabove defined, and no building or structure shall be erected, constructed, maintained, or permitted on a Building Site other than a single detached Dwelling Unit, except that appurtenances to any Dwelling Unit, such as private garages, garden houses, or similar structures, architecturally in harmony therewith and a permanent construction, may be erected within the building limits hereinafter set fourth.

III. BUILDING COMPLETION

All building shall be completed and painted within six months from the time construction thereof commenced.

IV. ARCHITECTURAL CONTROL

1. No building, including incidental outbuildings, structure, improvement, obstruction, ornament, fence, wall hedge, or landscaping, shall be erected, placed, or altered on the Property until the construction plans, specifications, and plans showing location of structure have been approved by the Architectural control Committee (the "committee") as to quality of workmanship and materials and conformance to the approved grading and drainage plan. The building plans to be submitted shall consist of one complete set of plans and specifications in the usual form showing insofar as appropriate, (1) the size and dimensions of the improvements, (2) the exterior design, (3) approximate exterior color scheme, (4) location of improvements on the Lot, including driveway. These plans and specifications shall be left with the committee until 60 days after notice of completion has been received by the committee. This is for the purpose of determining whether, after an inspection by the Committee, the improvement complies substantially with the plans and specifications submitted. In the event that the committee shall

determine that such improvements do not comply with such plans and specification, it shall notify the Owners in writing within the 60-day period, whereupon the Owner shall, within a 60-day period, either remove such improvements or alter it so that it will comply with such plans and specifications. The plans will become the property of the Committee.

2. The initial membership of the Committee shall be: Michael A. Nelson, Sarah L. Rumpakis and Derek Mannelin. Michael A. Nelson is chairman of the Committee. The Declarant may remove any committee member at its sole discretion. The chairman will have the sole right and responsibility to appoint new committee members as needed.

3. The Declarant shall have full control of the selection of the Committee until the last Lot in the final phase of the Property is built upon and occupied by the ultimate Owner. At such time, a new chairperson and committee shall be organized by a majority vote of the Owners.

4. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the Declarant shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this Declaration.

5. The Committee's approval or disapproval, as required in this Declaration, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it or, in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, it shall be presumed that approval has been given and related covenants shall be deemed to have been fully complied with.

6. The Committee members and their successors assume no

responsibility by virtue of approving any plan for the improvement, construction, or alteration of any structure hereunder. The Owners agree to indemnify, defend, and hold harmless the members of the Committee against any and all loss, costs, or damage arising out of any action taken by the members of the committee pursuant to this Declaration as long as such action is taken in good faith. Any amount to be paid to any Committee member pursuant to this paragraph shall be paid through the assessment procedure hereinafter specified.

V. DWELLING UNIT CONSTRUCTION

1. No building may be erected on any of the Building Sites unless it contains a minimum of 1,500 square feet of floor area, exclusive of open porches, garages, garden houses, and other appurtenances. In the case of a two-story dwelling, the lower or ground level shall not be less than 1,200 square feet.

2. Exterior walls construction, window type and color, roofing material, and exterior color will all be subject to the review and approval of the Committee. All Dwelling Units shall have a double garage or larger.

3. Building setbacks, all dwellings constructed upon the Property shall conform to the Set Back restrictions, as defined in the Washington County ordinances, unless a variance is granted through approved procedures.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of water through drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement

area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.

5. It shall be the duty of the Owner or occupant of any Building Site to maintain in proper condition the area between the property line of the Building Site and the nearest curb or improved street, including public sidewalks within the area.

VI. LANDSCAPING

All front yard landscaping must be completed within six months from the date of completion of the residence constructed thereon. Initial front yard landscaping plans must be submitted to the Committee for approval prior to the installation of such landscaping.

VII. SIDEWALKS AND DRIVEWAYS

Purchasers of Building Sites shall install, at purchaser's cost, concrete sidewalks to county standards along front property lines, and side property lines in the case of corner Lots, and concrete driveways from the edge of the finished surface of the county street to the property line and then concrete to connect with the paved surface of the floor of the garage.

VIII. EASEMENTS

Said property shall be subject to mutual and reciprocal easements as shown on recorded plat and shall be subject to all easements provided for in this Declaration.

IX. PROPERTY USE RESTRICTIONS

1. Unless written approval is first obtained from the Committee, no sign, of any kind, shall be displayed to public view on any building or dwelling Unit on the Property except one professional sign of not more than five square feet advertising the property for sale or rent or a sign used by the builder 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 builder or its agent may post a "sold sign" for a reasonable period following the sale.

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

3. No part of the Property shall be used or maintained as a dumping ground. No rubbish, trash, or other waste shall be kept or maintained on any part of the Property except in a sanitary container. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be screened from public view.

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

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

6. No boats, trailers, trucks (except pickups), campers, or truck-campers and like equipment, or junk cars or other unsightly vehicles shall be allowed on any part of the Property, nor on public ways adjacent thereto, excepting only within the confines of

an enclosed garage or other screened enclosure, and no portion of same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written approval by the Committee. All other parking of equipment shall be prohibited except as approved by the Committee.

7. No exterior antennas or aerials shall be permitted unless required for reception, and then only if approved by the Committee. A satellite dish may be allowed, but the siting and installation of the satellite dish must be approved by the Committee. The approval criteria will address the height of the installation and the location and appearance of the installation from adjacent lots and public right of ways.

8. No outdoor overhead wire or service drop for the distribution of electrical energy or for telecommunication purposes, nor any pole, tower, or other structure supporting the outdoor overhead wires, shall be erected, placed, or maintained within the Property. All purchasers of Building Sites, their heirs, successors, and assigns shall use underground service wires to connect their Dwelling units to the underground electric or telephone utility facilities.

X. OTHER BUILDINGS

1. A designated real estate company may be granted the right to construct and maintain a sales office or model home or series of model homes upon suitable Building Sites on the Property during the period of construction and sale of all of the Dwelling Units to be built on the Property .

2. Builders are permitted to erect temporary or portable sheds as tool houses and for other uses common to residential construction and to maintain them until each structure is finished.

XI. ASSESSMENTS

1. The Committee shall maintain or provide for the maintenance and improvements of open land within or contiguous to the property available for the use and benefit of persons residing therein. In this connection, the Committee shall have authority to do all things reasonably necessary to accomplish these objectives.

2. The improvements referred to in No. 1 above are specifically defined as follows; decorative brick entry sign, public concrete walks adjacent and about the front entrance to the subdivision, automatic underground sprinkling systems, lawn and other landscape and fencing improvements at the entrance to the subdivision. The decorative brick sign is not a structural improvement and shall not be used for climbing on or recreation purposes. It shall not be used for any dirt back fill and should not be attached to or used by any Owner adjacent thereto without prior written consent of the Committee. The brick sign has been installed common property at the entrance of the Property. The common area upon which the sign is constructed is hereby , made subject to an equitable servitude in the form of an easement in gross for the installation, use, and maintenance of the brick sign, landscaping and fencing for the benefit of all Owners. This easement includes the right to bring equipment upon the common area as necessary to replace or repair improvements that may be damaged or need repair. The areas of the common area that have been landscaped and fenced are for beautification and general enhancement of the Property and are to be controlled and maintained by the Committee. The automatic sprinkling system, its power and water supply, and related equipment and landscaping in the public right of way to the line of the street shall be owned in Common by

all Owners and will be controlled and maintained by the Committee.

3. Each Owner, whether or not it shall be so expressed in any deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Committee regular annual or other regular period assessments or charges as established by the Committee. The assessments, together with interest thereon and costs of collection thereof, as herein provided, shall be a charge on the Lot and shall be a continuing lien upon the property against which assessment is made. In addition to running with the land, and not in lieu of it, each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person or entity who was the owner of such property at the time of such assessment became due. The obligation shall remain a lien upon the Lot until paid or foreclosed and runs with the land.

4. The maximum regular annual assessment shall be \$60.00 for each Lot subject thereto, unless a higher assessment is approved by a majority of the Owners who return ballots to the committee under rules established by the Committee.

5. Annual assessments must be fixed at a uniform rate for all Lots and shall be collected by the Committee. If the Committee has any unused assessments at the end of the fiscal year, it may, in its sole discretion, elect to distribute such funds to Lot Owners in proportion to the assessments made to the Lots during the fiscal year.

6. Annual assessments provided for herein shall commence as to all Lots on November 1, 1991. (Assessments are due January 1, 1992.) Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Committee, The Committee shall, upon demand at any reasonable time, furnish a certificate in writing signed by a member of the Committee setting forth whether the assessment on a specific Lot

has been paid. A reasonable charge may be made by the Committee for the issuance of these certificates; such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 12 percent per annum. Upon delinquency, and at any time thereafter, the Committee may file in the office of the Director of Records, county Clerk, or appropriate recorder of conveyances of Washington County, Oregon, a statement of the amount of any such charges or assessments, together with interest, which have become delinquent with respect to any Lot. Upon payment in full, the committee shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessments, together with interest, coats, expenses, and reasonable attorney fees for filing and enforcement therefore, including at trial and appeal, shall constitute a lien on the Lot with respect to which it is filed, including any improvement thereon, from the date of the 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 any two members of the Committee in the manner provided by law with respect to construction liens upon real property. In addition to, and not in lieu of, the lien against the real property to which any unpaid assessment relates, the Owner of the Lot at the time the assessment becomes due shall be personally liable for the expenses, costs, disbursements, and attorney fees which shall also be secured by such lien. The Owner at the time such assessment is incurred shall also be personally liable for any deficiency remaining unpaid after any foreclosure on the lien. The liens created by this paragraph shall be subordinate to the lien of any first mortgage or trust

deed on the Lot and the improvements thereon held by any bank, savings and loan association, institutional lender, or institution engaged in the acquisition of mortgages in the secondary mortgage market.

XII. DURATION

1. These conditions, covenants, restrictions, reservations, and easements shall be binding upon all parties hereto and all persons claiming them for a period of ten years from the date they are recorded, after which time they shall be automatically and continually extended for subsequent periods of ten years each, unless a majority of all the Owners of the Lots, at each renewal period starting 30 days before the beginning of the next ten year period, subject to rules which may be prescribed by the Committee, agree to change the covenants in whole or part.

2. Invalidation of anyone of these covenants by judgment or court order shall in no way affect any of the other covenants, which shall remain in full force and effect.

XIII. AMENDMENTS

Any amendment, modification or repeal to these conditions, covenants and restrictions may be executed and recorded only by the Declarant as long as Declarant holds legal title to any Lot, or is still in the process of exercising architectural control. Consent of other owners is not required. Other amendments, modifications or repeals may be made only after Declarant has fulfilled its architectural responsibilities and no longer holds legal title to any lot and only if 75% or more of the lot owners sign and record a written instrument.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed this day of November, 1991.

McDANIEL WOODS ASSOCIATES LIMITE PARTNERSHIP

By: GSL Homes, Inc., General Partner

By:

Michael A. Nelson

President

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on November 7, 1991, by Michael A. Nelson, President of GSL Homes, Inc., an Oregon corporation, as General Partner of McDaniel Woods Associates Limited Partnership, on behalf of the partnership.

Cindy D. Ingram

Notary Public of Oregon

My commission expires 2-19-95

State of Oregon
County of Washington

Doc: 91062833

Rect: 65448 \$45.00

11/12/1991 12:51:29PM

FIRST AMMENDMENT TO
DECLARATION OF
CONDITIONS, COVENANTS, AND RESTRICTIONS
MCDANIEL WOODS SUBDIVISION
WASHINGTON COUNTY, OREGON

The undersigned Declarant, pursuant to authority reserved to it in Declaration of Condition, Covenants, and Restrictions, McDaniel Woods Subdivision , Washington County ,Oregon, dated November 7,1991 and recorded November 12, 1991 Recorder's Fee No. 91062833, Records of Washington County Oregon, hereby amend section I of said Declaration to add number 8, as follows:

I. DEFFINITIONS

B. "Common Property" shall mean Tract "B" according to the duly filed plot of MCDANIEL WOODS, filed November 12, 1991 in Plat Book 79, Pages 32 and 33, Records of the County of Washington and State of Oregon.

said Declarations shall remain unimpaired and of full force and effect, except as specifically amended hereby.

Dated this 25TH day of 1992.

MCDANIEL WOODS ASSCCIATES LIMITED PARTINERSHIP

By: GSL Homes INC.

General Partner

By:

Michael A. Nelson

President

STATE OF OREGON
COUNTY OF MULTNOMAH

This instrument was acknowledged before me on February 25TH 1992.
by Michael A. Nelson. President of GSL Homes .Inc. an Oregon corporation.
as General Partner of McDaniel Woods Associates Limited Partnership, on
behalf of the partnership.

After Recording Please Return To:
GSL Homes Inc.
2164 SW Park Place
Portland, Oregon 97205-1125

State of Oregon
County of Washington

Doc: 92016814
Rect: 73328 \$18.00
03/17/1992 02:48:06PM

SECOND AMMENDMENT TO
DECLARATION OF
CONDITIONS, COVENANTS, AND RESTRICTIONS
MCDANIEL WOODS SUBDIVISION
WASHINGTON COUNTY, OREGON

The undersigned Declarant, pursuant to authority reserved to it in Declaration of Condition, Covenants, and Restrictions, McDaniel Woods Subdivision , Washington County ,Oregon, dated November 7,1991 and recorded November 12, 1991 Recorder's Fee No. 91062833, Records of Washington County Oregon, hereby amend section I of said Declaration to add number 6. as follows:

V. DWELLING UNIT CONSTRUCTION

6. No construction , addition or building shall be erected on lot 36 of McDaniel Woods, that is greater than one story (as defined by applicable Building code) and/or has a dimension from finish grade to roof peak height of greater than 25 feet.

Said Declarations shall remain unimpaired and of full force and effect, except as specifically amended hereby.

Dated this 27TH day of March 1992.

MCDANIEL WOODS ASSCCIATES LIMITED PARTINERSHIP
By: GSL Homes INC.
General Partner

By:
Michael A. Nelson
President

This instrument was acknowledged before me on February 27TH 1992.
by Michael A. Nelson. President of GSL Homes .Inc. an Oregon corporation.
as General Partner of McDaniel Woods Associates Limited Partnership, on
behalf of the partnership.

After Recording Please Return To:
GSL Homes Inc.
2164 SW Park Place
Portland, Oregon 97205-1125

State of Oregon
County of Washington

Doc: 92021797
Rect: 74504 \$18.00
04/03/1992 10:09:48AM