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Name: SW Oak Creek Homeowners Association
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Portland, OR 97219

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AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS, AND ESTABLISHMENT OF A HOMEOWNERS ASSOCIATION

SW OAK CREEK HOMEOWNERS ASSOCIATION

The following Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions; Establishment of a Homeowners Association (this "Declaration") are applicable to all lots and Tracts contained in the Plats of Oak Creek and Oak Creek Estates, inclusive located in City of Portland, Multnomah County, Oregon. Those plats combined will hereafter be collectively referred to under the title of "SW Oak Creek". SW Oak Creek plats are subject to the following documents recorded in Multnomah County Deed Records: Book 2051 Page 2222 (1987), Book 2315 Page 1400 (1990), Book 2521 Page 717 (1992). All provisions of those recorded documents shall hereby be superseded to the extent provided herein. SW Oak Creek is located in a portion of the NE 1/4 of Section 23, T.1, R2W, WM, Multnomah County, Oregon. The following document shall run with and attach to and bind all the real property within SW Oak Creek.

DECLARATIONS

A). All terms contained in previous declarations, amendments or addendum thereto, recorded prior to recordation of this document, which are not altered by the terms of this document, shall remain in effect. If there is a conflict between the terms of this document and the previous documents, the conflict shall be resolved by looking first to the terms of this document which shall be controlling. If confusion still exists the resolution shall be based upon the intent of Declarant herein to have the obligations contained in this Declaration apply to all lots in both Oak Creek and Oak Creek Estates which henceforth will be referred to as "SW Oak Creek".

B). DECLARANT SHALL BE THE SW OAK CREEK HOMEOWNERS ASSOCIATION (the "Association").

C). DECLARANT HEREBY DECLARES its intention to create the ***SW Oak Creek Homeowners Association*** for ownership and/or maintenance of certain tracts and certain easements and/or the improvements thereon; and that the subject property shall be held, sold and conveyed in accord with and subject to all applicable governmental ordinances and development agreements, the herein contained Declaration clauses, Covenants, Conditions and Restrictions, and Homeowners Association Provisions.

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D). The purpose of this Declaration is to maintain and protect the value and desirability of each property. The terms of this Declaration shall inure to the benefit and burden each property in SW Oak Creek and shall be binding on all parties having any right, title or interest in the above described property or any portion thereof, their heirs, successors and assigns.

E). If the Association is dissolved, the obligations transferred by this Declaration shall be deemed transferred to the members of the Association prior to dissolution. If the City of Portland accepts the common property of the Association, the individual lot owners in Oak Creek and Oak Creek estates shall be relieved of any obligations regarding said common property.

F). A landscaping, irrigation system and limited access easement in favor of the Association shall exist across the side, front or rear yard of all lots. The Association is allowed access thereon to amenities owned and/or maintained by the Association. The Association shall notice the affected property owner/resident forty eight (48) hours in advance of its intent to conduct work in easement areas enclosed by owner installed fencing. Any impacted area shall be returned to the condition existing prior to work by the Association or its agents.

G). All existing and hereafter created common property, walls, buffers, berms, retaining walls, entry monuments, entry signs, and related lighting and specifically designated fences immediately adjacent to SW 27th Avenue or SW Stephenson Street shall be maintained by the Association. This includes, without limitation, the clustered mailboxes and fence immediately adjacent to SW 27th Avenue or SW Stephenson Street.

HOMEOWNERS ASSOCIATION PROVISIONS

The Association is subject to the provisions of Oregon Revised Statutes (ORS) Chapter 94. There will be a fee charged all lots to pay for benefits and obligations common to all SW Oak Creek lot owners regardless of type or location of their property. These expenses shall include funds dedicated to the reserve account defined in ORS 94.595 and further described below (the "Reserve Account"). The general fee expenses, including the appropriate amount of the funds held in the Reserve Account shall be borne equally by each SW Oak Creek lot owner on a pro rata basis. The Reserve Account will be held separate from all other funds held by the Association, and will only be used for those costs that are attributable to maintenance, repair, or replacement of common area property that normally requires replacement, in whole or in part, within one to 30 years and not for regular or periodic maintenance and expenses.

The amount to be paid into the Reserve Account shall be established by the Association Board of Directors after conducting reserve studies as outlined in ORS 94.595 (3). Thereafter, an annual reserve study must be conducted by the Association to review and update the Reserve Account's requirements. The annual fees are payable to the Association. Additional fees shall be paid annually to the Association. The schedule and frequency of payments toward the total annual fee are subject to change by the Board of Directors after reasonable notice is given all owners.

The Board of Directors shall have the authority, without first submitting the question to owners, to increase an Association fee assessment. The amount of each annual assessment shall be established and justified at the Board's annual meeting. The amount of increase shall be based upon actual expenses experienced by the Association. In no event, however, shall the annual Association fee assessment for any lot be increased by more than Twenty percent (20%) in any one year without a vote of the members. A budget shall be approved by the Board of Directors on an annual basis.

A. The method of determining voting rights, the liability of each lot for common expenses and right of each lot to any common profits of the Association shall be as follow:

1). All owners and contract purchasers of lots in SW Oak Creek shall be members of the Association. The allocation of votes to lots shall be one (1) vote per lot when referencing general Association matters of concern to all members. Matters governed by the Association which are of concern only to owners of lots identified as special fee lots shall be one (1) vote per lot of those affected.

2). The Association shall be responsible for taxes, liability insurance, and maintenance, repair and replacement of any existing or subsequently created monuments, walls, landscaping, irrigation systems (including payment of water use charges), pathways, perimeter or internal fences on Association common property.

3). All costs of maintenance, repair and replacement of all common property or amenities shall be borne by the lot owners equally with a pro rata percentage of the total costs being assigned to each lot owner. Said costs shall be assessed annually by the Association unless a special assessment is necessary.

4). Any lot owner failing to pay his or her share of costs assessed by the Association within thirty (30) days after it becomes due shall be liable for interest at the rate of 12% per annum, a reasonable late fee and costs of collection, and attorney fees. All such unpaid amounts shall become a lien on the lot or lots to which such amounts are attributable.

5). All common profits of the Association shall be allocated equally to each lot owner.

B. Common property and amenities shall be maintained to the standards of any governing public authority by the Association. Common area taxes and common area liability insurance shall be the responsibility of the Association.

C. There shall be no restrictions on the alienation of lots. A lot may not be divided but may be combined with other lots.

D. The intended use of each lot is residential.

E. The deeds to Association tracts shall be in the name of SW Oak Creek Homeowners' Association, a non-profit Corporation.

F. Any amendment of the declarations shall be by vote or agreement of the owners representing at least 75% of the total votes in the Association. No amendment shall change the boundaries of any lot or any uses to which any lot or tract is restricted unless the owners of the affected lots unanimously consent to the amendment. Amendments to a declaration under this section shall be executed, recorded and certified on behalf of the Association by the President and Secretary of the Association. Amendments to a declaration under this section shall be effective only upon recordation.

G. Declarant reserves the right to an unspecified easement across, through and under any tract or easement for connection to utility lines or communication system lines located in said tract or easement.

H. The Bylaws of SW Oak Creek Homeowners Association were recorded in the Multnomah County Deed records, pursuant to ORS Chapter 94 as Book 2521 at Page 717. Any amendments or restatements of the Bylaws shall be recorded in the Multnomah County Deed records.

I. The Association's Board of Directors shall be responsible for the Reserve Account created on behalf of the Association. The Reserve Account is for establishing a fund to finance replacement of those items of common property which will normally require replacement in whole or in part, in more than three and less than thirty years. The SW Oak Creek Reserve Account payments will be included in the general Association fees. The Reserve Account shall be funded by assessments against the individual lots for maintenance of items for which the reserves are established.

The Reserve Account shall be established in the name of the SW Oak Creek Homeowners Association. The Association Board of Directors, as created pursuant to recorded Bylaws, shall be responsible for administering the Reserve Account, for making periodic payments into it, and for adjusting the amount of the payments at regular intervals to reflect changes in current replacement costs over time. An annual reserve study must be conducted by the Association to review and update the Reserve Account's requirements.

The Reserve Account may be used only for replacement of applicable common property and is to be kept separate from assessments for maintenance. However, the Board of Directors may borrow funds from a Reserve Account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses. Funds borrowed to meet temporary expenses under this subsection must be repaid from special assessments or maintenance fees. The Association Board of Directors shall, not later than the adoption of the budget for the following year, adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period.

The Association Board may adjust the amount of the Reserve Account assessments as indicated by any reserve study or update, and provide for other reserve items that the Board, in its discretion, deems appropriate. If the owners of lots representing 75% of the Association votes in

agreement, the Board of Directors may increase or decrease future assessments to the Reserve Account provided the assessments are sufficient for the projected funding needs identified in the applicable annual reserve study.

Assessments paid into the Reserve Account are the property of the Association and are not refundable to sellers or owners of lots. The sellers or owners of lots may treat their outstanding share of the reserve account as a separate item in their negotiations with a third party.

The Association may not sell, convey or subject to a security interest any portion of the common property without the approval of 80% of the votes of the lots at the time of the vote. The Association shall treat proceeds of any sale under this section as an asset of the Association. However, a sale, transfer or encumbrance may not deprive any lot of its right of access to or support for the lot without the consent of the owner of the lot. This prohibition does not apply to granting of easements for public utilities or other public purposes consistent with the intended use of the common property.

J. In the event any owner shall violate any provisions of this Declaration, as amended, the Bylaws, or any rules or regulations adopted by the Association governing the use of any common areas, improvements, or other areas, then the Association, acting through the Board of Directors, may notify the owner in writing that the violations exist and that such owner is responsible for them, and may, after affording the owner reasonable written notice (delivered personally by a member of the Board of Directors or by certified mail with return receipt) and an opportunity to be heard, do any of the following: (a) suspend the owner's voting rights for the period that the violations remain unabated, or for any period not to exceed 60 days for any infraction of its rules and regulations; (b) impose reasonable fines upon the owner, in the manner and amount the Board of Directors determines in a written Resolution so long as the Association provides notice in advance to the owners of all lots, which fines shall be paid into the Reserve Account; or (c) bring suit or action against such owner to enforce the terms of this Declaration, as amended. Nothing in this enforcement section, however, shall give the Association the right to deprive any owner of access to and from such owner's lot and improvements thereon.

K. In the event any owner constructs or permits to be constructed on such owner's lot an improvement contrary to the provisions of this Declaration, as amended, or causes or permits any improvement, activity, condition or nuisance contrary to the provisions of said declaration, as amended, to remain uncorrected or unabated on such lot, then the Association, acting through its Board of Directors, may notify the owner in writing (delivered personally by a member of the Board of Directors or by certified mail with return receipt) of such specific violation. The Association may require the owner to remedy or abate the same in order to bring the owner's lot improvements thereon and/or the owner's use thereof into conformance with this Declaration, as amended. If the owner is unable or unwilling to comply with the Association's specific directives for remedy or abatement, or the owner and the Association cannot agree on a mutually acceptable solution within the framework and intent of this Declaration, as amended, after the owner has been afforded notice and opportunity to be heard, within sixty (60) days after such notice, then the Association, acting through the Board of Directors, shall have, in addition to any other rights or remedies provided in this Declaration, as amended, at law or in equity, the right to do any or all, or any combination of the following:

1). Impose reasonable fines against such owner in the manner and amount the Board of Directors deems appropriate in relation to the violation, but to be imposed reasonably and consistently on each owner according to such standards and with such advance notices as the Board of Directors may from time to time adopt, which notice will be at least thirty (30) days before the effective date of such standards;

2). Upon ten (10) days written notice to owners (except in an emergency, when notice is not required as specified below, enter the offending lot (which entry shall not subject the Association, the members of the Board of Directors, or any agent or representative thereof to liability for trespass, conversion, or any other claim for damages) and remove the cause of such violation, or alter, repair or change the item which is in violation of this Declaration, in such manner as to make it confirm thereto, in which case the Association may assess such owner for the entire cost of the work done, which amount shall be payable to the Reserve Account, provided that no items of construction shall be altered or demolished in the absence of judicial proceedings; and

3). Bring suit or action against the owner on behalf of the Association and other owners to enforce this Declaration, as amended, subject to all applicable requirements provided in ORS Chapter 94.

If an owner fails to perform maintenance and/or repair that such owner is obligated to perform pursuant to this Declaration, as amended, and if the Board of Directors determines, after notice that such maintenance and/or repair is necessary to preserve the attractiveness, quality, nature and/or value of the property in SW Oak Creek the Board of Directors may cause such maintenance and/or repair to be performed and may enter any lot whenever entry is necessary in connection with the performance thereof, so long as the Association provides the owner of such lot with written notice and an opportunity to be heard. Except in an emergency, upon owner's request, the Board of Directors shall conduct a hearing on the matter. The owner's request shall be in writing delivered within five (5) days after receipt of the notice, and the hearing shall be conducted within not less than five (5) days nor more than thirty (30) days after the request for a hearing is received. Entry shall be made with as little inconvenience to the owner as practicable and only after advanced written notice of not less than forty-eight (48) hours, except in emergency situations. The costs of such maintenance and/or repair shall be chargeable to the owner of the lot, which may be collected and enforced as any assessment charged to owners of property in SW Oak Creek.

If an Assessment or other charge levied under this Declaration, as amended, is not paid within thirty (30) days after its due date, such Assessment or charge shall become delinquent, shall be subject to a reasonable late payment penalty, and shall bear interest from the due date until paid at the rate of twelve percent (12%) per annum. In addition, the Association may exercise any or combination thereof, of the following remedies, provided that the Association provides the owners with written notice and an opportunity to be heard:

1). The Association may suspend such owner's voting rights until such amounts, plus other charges under the this Declaration, as amended, are paid in full and may declare all remaining periodic installments of any assessment or any other amounts owed by such owner to the Association immediately due and payable. In no event, however, shall the Association deprive any owner of access to and from such owner's lot and improvements thereon.

2). The Association shall have a lien against each lot and improvements thereon for any assessment levied against such lot and any fines or other charges imposed under this Declaration or the Bylaws against the owner of the lot from the date on which the assessment, fine or charge is due. The provisions regarding the attachment, notice, recordation and duration of liens established on real property pursuant to the Oregon Revised Statutes shall apply to the Association's lien. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens in the Oregon Revised Statutes. The Association, through its duly authorized agents, may bid on the lot and improvements at such foreclosure sale, and may acquire and hold, lease, mortgage and convey the lot and improvements. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the date the first installment of the assessment becomes due.

3). The Association may bring an action to recover a money judgment for unpaid assessments, fines and charges under this Declaration, as amended, without foreclosing or waiving the lien described above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

4). The Association shall have any other remedy available to it by law or in equity.

The Board of Directors shall notify any first mortgagee of any lot and/or improvements thereon, of any default in performance of the terms of this Declaration, as amended, by the lot owner which is not cured within sixty (60) days.

ARCHITECTURAL AND CONSTRUCTION STANDARDS, RESIDENTIAL COVENANTS

The rights of the Association with respect to the common property or the rights of an individual lot owner with respect to a lot or improvements on a lot shall be restricted as follows. The following covenants, conditions and restrictions are in addition to the ordinances, rules and regulations of any applicable governing authority. In case of conflict between the following covenants, conditions and restrictions and the ordinances, the rules and regulations of the applicable governing authority shall control.

A. RESIDENTIAL COVENANTS

1). Land Use and Building Type

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and a private garage. The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, play structures, private swimming pool or a shelter for the protection of such swimming pool provided the location of such structure is in conformity with the applicable municipal regulations, the structure is compatible in design and decoration with the residence constructed on such lot and the structure and its location has been approved by the Architectural Control Committee ("Committee"). Location approval shall be, in part, based upon visual impact on and from other SW Oak Creek uses and structures. The provisions of this section shall not be deemed to prohibit the right of any home builder to construct a residence on any lot, or to store construction materials and equipment on said lots in the normal course of construction. There shall be no construction, landscaping, clearing, grading, tree cutting or land filling on a lot without the prior approval of the Committee and the appropriate governing authority. There is a right to repair or restore improvements on the lot at the owner's discretion in the event of damages or destruction; however, at all times such improvements must comply with this Declaration and the rules and regulations of the Committee.

2). Dwelling Size

The total floor area of a single family residential dwelling, whether of single or multi story construction, exclusive of open porches and garages, shall not be less than 1200 square feet. The Declarant must approve, in writing, any exceptions to these standards.

3). Easements and Setbacks

Easements as shown on the respective plats and/or described in the deeds to each lot and tract shall be preserved by the respective lot owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement area at his or her expense, except for improvements for which the Association or a public authority or private utility is responsible. All setbacks must at a minimum meet the ordinances, rules and regulations of the governing authority.

4). Offensive Activities

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done, grown or placed upon any lot which interferes with or jeopardizes the enjoyment of other lot owners.

5). Animals

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.

6). Signs

No signs shall be erected or maintained on any lot (excluding SW Oak Creek entry monument signs) except that not more than one "For Sale" sign placed by the owner or by a licensed real estate agent, consistent with controlling governmental ordinances, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of political signs on any lot by an owner. No signs may be placed on Common Property or property maintained by the Association without prior written approval from the Board of Directors. If allowed by the Board of Directors the size, location, content and time frame for removal of the sign shall be specified.

7). Parking

Parking of boats, trailers, motor homes, trucks (this refers to trucks used for commercial business endeavors, it does not include personal use pickups or SUVs), truck-campers and like equipment shall not be allowed on any part of the property nor on public streets, common property, or alleys adjacent thereto excepting only within the confines of an enclosed garage. Each dwelling must have off street parking spaces for at least two vehicles. Garage bays may be counted for the purpose of meeting this requirement. No owner shall permit any vehicle of any kind including without limitation, boats, trailers, motor homes, motorcycles, trucks, truck campers, etc. to be abandoned or to remain parked upon any lot, the common property, alley or street. The Association may give written notice to anyone violating these parking conditions by leaving said notice on the offending vehicle. If no corrective action is taken within 24 hours after the second notice is left on the offending vehicle the Association agent may cause the offending vehicle to be towed at the owner's sole expense. "No Parking "signs will be installed by Declarant per the Uniform Fire Code.

8). Private Streets or Alleys

All private driveways, streets or alleys shall be separated from public rights of way and common property tracts by standard driveway approaches.

9). Rubbish and Trash

No lot, open space, common property, street or alley shall be used as a dumping ground for trash or rubbish of any kind. All garbage or other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings, debris and

dirt resulting from landscaping work shall not be dumped onto streets, open space, common property, alleys, any lot or adjacent property.

10). Temporary Structures

No structure of a temporary character, trailer, motor home, canopy, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.

11). Utilities

No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or other structure supporting said overhead wire shall be erected, placed or maintained on any lot. All owners of lots, their heir's successors and assigns shall use underground wires to connect their premises and the structures built thereon to the underground electric, T.W. cable, or telephone utility facilities provided.

12). Completion of Construction

The construction or remodeling of any building on any lot, including private lot drainage, painting and all exterior finish shall be completed within eight (8) months from the beginning of construction or remodeling so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Committee.

13). Fences, Hedges, Walls and Retaining Walls

No fence, hedge, wall or retaining wall shall be erected without prior written approval of the Committee as to design, size, color, location and materials. All fencing shall be of uniform design and location. All fence heights must be approved by the Committee depending on individual lot configuration and topography to assure proper aesthetic, sight and visibility goals are achieved. No fence or hedge may be placed forward of the dwelling's front elevation building footprint without prior approval by the Committee. No fence or hedge may be placed in a side yard adjacent to a public street without approval of the Committee. Corner lot fencing shall be set back five (5) to ten (10) feet behind the sidewalk and have a maximum height of six (6) feet. Landscaping between the sidewalk and the fence shall be maintained by the lot owner. Fencing adjacent to alley or private street rights-of-way and related planting strips shall be no higher than six (6) feet. Fences immediately adjacent to SW 27th Avenue or SW Stephenson Street shall be maintained by the Association. Except to the extent otherwise restricted, fences that are used as dividers between lots will not be greater than six (6) feet in height. Hedges that are used as dividers between lots, unless otherwise restricted, may be up to ten (10) feet in height, or higher if both lot owners abutting such hedge agree in writing and deliver such written consent to the Association.

14). Antennas and Service Facilities

No exterior antennas or aerials shall be permitted unless required for reception and then only as approved by the Committee. Clothes lines and other service equipment shall be screened so as not to be viewed from any street. No high-speed telecommunications, video, or electronic equipment or satellite dish style antennas shall be allowed on the site without the Association's prior approval. Approval may be subject to communication systems provider agreements and easement restrictions. The Committee must approve screening prior to installation. All restrictions imposed shall be subject to any regulations issued by the Federal Communications Commission or any other applicable governing authority.

15). Exterior Materials

Except for those materials existing as of the date of this Declaration, all new or replacement roofing material must be approved in writing by the Committee before installation is commenced[1]. All new or replacement exterior siding shall be fir, cedar, "Hardie-Plank" or its equivalent and must be approved in writing by the Committee before installation is commenced. Exterior masonry shall be approved in writing by the Committee before installation is commenced. Dwellings shall be double wall construction on all elevations. Windows shall be wood, vinyl clad wood or vinyl with sight lines equivalent to wood. In appropriate circumstances the Committee may approve other materials if necessary to facilitate design, provided they are in keeping with the character of SW Oak Creek and consistent with requirements of the applicable governing authority. Any outdoor lighting must be specifically approved by the Committee. Lighting shall be aimed away from and not allowed to become a nuisance to other residences or open space tracts.

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[1] Acceptable roofing materials are as follows:

1. Cedar shingle or shake; and,
2. Presidential or Presidential-TL Shake or equivalent architectural asphalt based shingle:
   Fire Rating: Class A.; and,
   Warranty: 40 year transferable; and
   Colors: Earth tones that resemble cedar, to be reviewed by ACC.
3. The Committee will consider other materials if complete specifications and samples are provided and they substantially conform to the character, color and appearance of the above-approved roofing materials. Straight tab system is not allowed. White or bright colors not allowed.

16). Exterior Finish

The exterior finish of all construction on any lot shall be designed, built and maintained in such a manner as to blend in with the existing structures and landscaping. Exterior colors must be approved by the Committee. Except for those materials existing as of the date of this Declaration, exterior trim, fences, doors, railings, decks, eaves, gutters, exhaust pipes and exterior finish on garages and other accessory buildings shall be designed, built and maintained to be compatible with exterior of the structures they adjoin.

17). Landscaping and Maintenance

Except as otherwise provided herein, each owner or occupant of a lot or house in SW Oak Creek shall maintain at all times such owner's or occupant's lot and improvements in an attractive, neat and good condition as provided herein, at such owner's or occupant's expense. Required maintenance and repair shall include without limitation: 1) maintenance of all parking areas, private drives, curbs, and walkways in a clean and safe condition, including cleaning and repairing as often as is necessary; 2) maintenance of all landscaping not maintained by the Association in an attractive, neat, orderly, trimmed and cut condition at all times, free of brush, weeds, and debris, including sidewalks and street trees (this provision includes the area between the property line of any lot and nearest curb); 3) cleaning maintenance, and replacement of any external lighting fixtures and bulbs; and, 4) maintenance, repair and/or replacement and care in an attractive and neat condition of exterior building surfaces their paint, and/or stain, roofs, gutters, and downspouts.

18). Window Coverings

Window coverings, curtains, shutters, drapes or blinds, other than those of commercially produced quality, shall not be permitted to be visible from any public or private street at any time after occupancy of the dwelling.

19). Business and Commercial Activities

No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, materials or supplies used in connection with any trade, service or business be kept or stored on any lot. Vehicles containing commercial advertising or business identification are allowed provided they are no larger than a one-ton truck and are used for the purpose of commuting. Excepted from this general rule is the right of any lot owner to construct or remodel a residence on any lot, to store construction equipment and material on said lots in the normal course of construction. This provision shall not be construed to prevent or prohibit an owner from maintaining his or her professional personal library, keeping his or her personal business or professional records of accounts, handling his or her personal business or professional telephone calls, or conferring with business or professional associates, clients customers in his or her home. This later provision is intended to recognize the right of an owner to

conduct a business based upon electronic communication devises or other non-intrusive processes provided such a business does not rely upon or cause increased traffic to or from the home site and does not involve use of on-site employees.

20). Mail and Paper Delivery Boxes

Except for those existing as of the date of this Declaration and their replacement with one of like kind, mail boxes and newspaper receptacles placed in front of any lot shall be included in a single structure of a design approved by the Committee unless otherwise dictated by the U.S. Postal Service.

21). Swimming Pools

The location of a swimming pool, spa, hot tub or other such recreational bathing system on any lot must be approved by the Committee. In the sole discretion of the Committee noise abatement devices and screening may be required. Adequate and Committee-approved safety fencing must be installed and properly maintained around all such systems and/or their individual parts.

22). Damage to Roads or Curbs During Construction

Any damage to roads, sidewalks, or curbs which occurs during the course of construction or remodeling of any kind on a lot shall be the responsibility of that lot owner. Repair of such damage, if not undertaken by the lot owner within 30 days of notice to correct, may, at their option, be undertaken by the Association. The cost of such repair shall be billed to and borne by the lot owner and shall be payable within 30 days after it becomes due. Failure to pay for any repair billed shall cause the lot owner to be liable for interest at the rate of 12% per annum and costs of collection, including attorney fees and other unpaid amounts, shall become a lien on the lot owned by the lot owner.

23). Sidewalks and driveways

Except for those existing as of the date of this Declaration, all driveways shall extend from the edge of the finished surface of streets in SW Oak Creek to the surface of the garage floor and shall be constructed of concrete and/or materials acceptable to the Committee, such as brick or cobblestones. No asphalt driveways or sidewalks will be permitted. Sidewalks shall be installed by the owner of each lot in compliance with the standards of the governing authority.

B. ARCHITECTURAL CONTROL COMMITTEE

1). Architectural Review

No structure, including storage shelters, shall be commenced, erected, placed or altered on any lot until construction plans and specifications and a plat showing the nature, shape, heights, materials, colors and proposed location of the structure or alteration have

been submitted to and approved in writing by the Committee. It is the intention and purpose of this covenant to assure quality of workmanship and materials, harmony of external design with the existing structures as to location, topography and finished grade elevations, to avoid plan repetition and to protect views from adjacent lots. In all cases the Committees' consent is required.

a). Major Construction

In the case of initial construction or substantial remodeling of a dwelling the lot owner shall prepare and submit to the Committee such plans and specifications for the proposed work as the Committee may require. Materials required by the Committee may include, but not necessarily be limited to the following:

(1). A plan indicating location of all improvements including private drainage.

(2). A drawing showing elevations, exterior materials and exterior color schemes of all improvements, including the mailbox/newspaper structure and fencing.

(3). A drawing showing yard landscape design and location including a description of plant materials in all front or side yards facing a street.

b). Minor Construction

In the case of minor additions or remodeling, change of existing exterior color schemes or exterior materials, greenhouse, swimming pool, spa or hot tub construction, or any other work not referred to in a). above, the owner shall submit to the Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal.

c). Time for Rendering a Decision

The Committee shall render its decision with respect to an applicant's proposed work within 14 days after the Committee has received all required materials. If applicant for the proposed work has not received approval within ten (10) days of written notice to the Committee of its failure to meet the 14 day standard the application shall be deemed approved.

2). Architectural Control Committee Decisions

The Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards herein discussed. Considerations such as site, shape, size, color, design, height, impairment of the view from other lots or other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

3). Membership: Appointment and Removal

The Committee shall consist of as many persons as the Association may from time to time appoint. The Association shall keep on file a list of names and addresses of Committee members. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these covenants. The relevant standards, rules and regulations set forth herein shall continue to be applicable to all property within SW Oak Creek regardless of whether the Committee exists.

4). Liability

Neither the Committee, its members, nor its agents shall be liable to any owner, occupant, builder or developer for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act by the Committee, its members or agents provided that the Committee, member or agent has acted in good faith and in accordance with actual knowledge possessed by him acted in good faith.

5). Action

The Committee shall render its decisions only by written instrument setting forth the action taken by the members.

6). Nonwaiver

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

7). Effective Period of Consent

The Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of work has commenced or the owner has applied for and received an extension of time from the Committee.

C. MISCELLANEOUS PROVISIONS.

1). Term and Amendment

These covenants shall run with and bind all the property in SW Oak Creek for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of (10) years. This Declaration or parts thereof can be terminated, revoked or amended only by duly recording an instrument which contains the amendment or the order of revocation or termination and which is approved by the owners of seventy five percent (75%) of the lots.

2). Enforcement

In the event of any violation of any of the provisions of this Declaration, the Association, or any other person or persons owning real property within SW Oak Creek may, at their option, exercise the right to enforce these covenants by prosecuting any proceeding at law or in equity necessary to prevent the violation or to recover damages sustained by reason of such violation. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action successfully prosecuted to abate or recover damages for violation of the provision of this Declaration, the prevailing party shall be entitled to recover all costs including reasonable attorney fees incurred in such enforcement.

3). Severability

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

4). Limitation of Liability

No officer or director of the Association shall be liable to any owner on account of action or failure to act in performing his or her duties, as herein set forth, provided that the individual has, in accordance with actual knowledge possessed by it, acted in good faith.

5). Interpretation of Terms

Whenever required by the context of this Declaration, the singular shall include the plural, and the masculine shall include the feminine, and vice versa. This Declaration shall not be construed as if it had been prepared by one of the parties, but rather as if all parties had prepared it. All exhibits referred to in this Declaration are attached and incorporated by this reference. In the event the date on which a party is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

6). **Governing Law.** The parties acknowledge that this Declaration has been negotiated and entered into in the State of Oregon. The parties expressly agree that this Declaration shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Oregon.

IN WITNESS WHEREOF, we the President and Secretary of the SW Oak Creek Homeowners Association, have hereunto set our hands the dates indicated next to our signatures.

Dana Marie Lewis, President 10/22/18

Brittany Kelley, Secretary 10-30-18

State of Oregon }
} **SS.**
County of Multnomah }

I Brodee Yvonne DeLeon a Notary Public for the State of Oregon certify that on the 22 day of October, 2018, personally appeared before me Dana Mosher Lewis who, being first duly sworn, did say that he/she is President of the SW Oak Creek Homeowners Association and certifies that all required signatures were obtained in accordance with Oregon State statutes and SW Oak Creek Homeowners Association standards and does hereby acknowledge said instrument to be his/her free and voluntary act.

Brooke Yvonne DeLeon
Notary Public for Oregon
My commission expires: 8/28/2022

OFFICIAL STAMP
BROOKE YVONNE DELEON
NOTARY PUBLIC-OREGON
COMMISSION NO. 978214
MY COMMISSION EXPIRES AUGUST 28, 2022

State of Oregon }
} **SS.**
County of Multnomah }

I Jenna Porter a Notary Public for the State of Oregon certify that on the 30th day of October, 2018, personally appeared before me Brittany Kelley who, being first duly sworn, did say that he/she is Secretary of the SW Oak Creek Homeowners Association and certifies that all required signatures were obtained in accordance with Oregon State statutes and SW Oak Creek Homeowners Association standards and does hereby acknowledge said instrument to be his/her free and voluntary act.

Notary Public for Oregon
My commission expires: February 4th 2022

OFFICIAL STAMP
JENNA ELAINE PORTER
NOTARY PUBLIC-OREGON
COMMISSION NO. 970560
MY COMMISSION EXPIRES FEBRUARY 04, 2022