

Homes Association of Cedar Hills

Restated Declaration of Restrictions

Articles of Incorporation & By-Laws

Includes all amendments through 2009

This Declaration of Restrictions was hereby adopted as of December 3, 2003, by the Homes Association of Cedar Hills, a nonprofit corporation (the Association), but now contains the recorded amendments for 2004, 2005 and 2006.

RECITALS

The original owners and developers of the parcels within the boundaries of the Association, namely: Cedar Hills Co., W.A. Hammond and Thora R. Hammond; C.R. Walstrom and Margaret Ann Walstrom; Hugh E. Rosson and Gladys B. Rosson; Thomas R. Lovelace and Elvira E. Lovelace, Ronald M.W. Gandy and Barbara A. Gandy; C.W. Construction Co.; Don King Auxier and Janice E. Auxier; and C&H Investment Corporation, promulgated and recorded Declarations of Restrictions with regard to those parcels.

The Association has succeeded to the rights of the original owners and developers to enforce the Declaration of Restrictions.

Two plats, one comprising the real property known as Commonwealth and Foothills Parks (Plat 21) and the other known as the West Hills Racquet Club (Lynnridge 3, 4 and 5), are nonresidential in character and not affected by this Restatement. The recording information for the restrictions as to the remaining plats (Restrictions), which are affected by this Restatement, is listed on Exhibit A, attached hereto and by this reference incorporated herein. The Association has adopted and recorded amendments to the Restrictions (Amendments) from time to time.

The Association wishes to restate the Declarations of Restrictions and Amendments as to the residential parcels to remove obsolete references to the original owners and developers and to create one document stating all restrictions.

The Association hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following restrictions which are adopted and restated for the purpose of protecting the value and desirability of and which shall run with the Property and be binding on all parties having any right or title to or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each present and future owner thereof.

ARTICLE I

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

- (a) "Dwelling house" and "garage" shall include both the main portions of such structures and all projections there from but shall not include the eaves of such structures, nor uncovered front porches or steps.

- (b) "Lot" means one of the numbered parcels on the plats referred to in the description of the Property.
- (c) "Building site" means either a numbered lot as shown on said plats, or a parcel consisting of a portion of any lot (other than a corner lot) or contiguous portions of any two or more contiguous lots (other than corner lots); provided, however, that such parcel, if composed of a portion of a lot or portions of two or more contiguous lots, shall have a principal minimum frontage and minimum area as set forth on Exhibit B, attached hereto and by this reference incorporated herein, provided further that no lot may be altered as to its platted size without the express written permission of the members of the Homes Association given pursuant to the provisions of Article IX(c).
- (d) "Street" means the right-of-way for any street, highway or other thoroughfare as shown on said plats.
- (e) "Setback" means the minimum distance between the dwelling house or other structure referred to and a given street or property line.
- (f) "Street frontage" means that portion of a lot or building site which borders on a street.
- (g) "Single Family" shall mean either one or more persons, all related by blood, adoption or marriage, or one or more persons living together as a family unit.
- (h) Boat means every description of water craft used or capable of being used as a means of transportation on or in the water, including but not limited to, power boats, rowboats, sailboats, kayaks, canoes, inflatable rubber boats, rafts, jetskis and other personal watercraft, but does not include items such as air mattresses, beach and water toys, or single inner tubes.

ARTICLE II

- (a) All present and future owners of record of one or more building sites shall become members of the Association and certificates of membership shall be issued to the members of the Association accordingly. A contract purchaser of record shall be deemed the owner of record. When such qualification shall cease as to any member, membership of such member shall lapse and the certificate therefore be void.
- (b) The voting power and the property rights and interests of each member of the Association shall be unequal, and the general rules applicable to all members by which the voting power and the property rights and interests respectively of each member may and shall be determined and fixed are as follows:

- (1) Upon all matters that come before the members of the Association, each member who is the owner (by deed or contract) of one such building site shall have one vote and each member who is such owner of more than one such building site shall have as many votes as there are such building sites of which said member is such owner; provided, however, that in the case of joint ownership of a building site or building sites, the joint owners shall be considered as a single voting unit and entitled to one vote only for each building site so jointly owned.
- (2) Each member of the Association shall have such an undivided interest in all the property of the Association as is represented by the ratio of the number of votes to which such member is entitled to the total number of numbered lots included within said property or within any other property which heretofore has been or which shall hereafter be platted as Cedar Hills; provided, however, that such interest is and shall be appurtenant to the building site within said property of which such member is the owner.

ARTICLE III

- (A) Except as provided in Article IV, no building site on said property shall be used for any purpose other than single family residential purposes, except that:
 - (1) Occupants of any building site may, with the Association's written approval:
 - (a) Give instructions in the arts and such similar activities as the Association reasonably deems appropriate to a residential area; and
 - (b) Furnish child care services;

in each case under such terms and conditions as may reasonably be imposed by the Association, provided that such approval may be revoked if the Association finds that such activity is conducted in such a manner as to violate the provisions of subparagraph (d) of this Article; and
- (B) No animals or fowls shall be raised, kept or permitted upon said property or any part thereof, excepting only domestic dogs or cats and excepting caged pet birds kept within the dwelling house provided said dogs, cats and pet birds are not kept, bred or raised for commercial purposes or in unreasonable numbers.
- (C) Said property shall not, nor shall any part thereof, be used for the purpose of exploring for, taking therefrom, or producing therefrom, gas, oil or other hydrocarbon substances.
- (D) No noxious or offensive activity shall be carried on or upon said property, or on the public streets or rights of way within or adjacent to property subject to restrictions enforced by the Association, nor shall anything be done or maintained

thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district. The manufacture, sale, distribution or use of illegal drugs, promoting or engaging in prostitution, and illegal gambling, are conclusively presumed to be noxious and offensive activities.

- (E) It shall be the duty of the owner and occupant of any building site to maintain the area between the property line of said building site and the nearest curb or improved portion of any street, including public sidewalks within said area in accordance with the standards set forth in subparagraph (g) below. No object or vehicle which is prohibited by this Declaration from being parked or stored outside a fully enclosed structure, nor any other object or vehicle the presence of which violates the provisions of subparagraph (d) or (h) of this Article, nor any sign which violates the provisions of subparagraph (a) of Article VII, shall be placed, erected, maintained or constructed within the area above described or on the public streets within or adjacent to property subject to restrictions enforced by the Association. No structure or object of any kind, shall be placed, erected, maintained or constructed within the area above described, except:
- (1) driveways, sidewalks, parking areas;
 - (2) trees, shrubs, and plants which shall be maintained within such height, spacing and density limitations as the Association may require;
 - (3) portable basketball backboards;
 - (4) mailboxes, pedestal lighting, yard lighting and their ornamental supports and enclosures; and
 - (5) commonly used landscaping materials used as landscaping including, but not limited to, gravel, rock, railroad ties and dimension lumber; if approved or allowed by the applicable governmental jurisdictions and by the Association pursuant to Article V. Notwithstanding the foregoing;
 - (6) any structure or object which is prohibited by the prior sentence, but for which a permit was granted on or prior to May 12, 1992, may remain until such time as it needs repair or replacement, at which time it shall be brought into compliance with this subparagraph (e); and
 - (7) any structure or object placed, erected, maintained or constructed within the area above described prior to May 14, 1996, without a permit, but for which a permit could be granted pursuant to this subparagraph (e), will not be considered in violation of this subparagraph until such time as the Association requests an application for approval therefore be submitted pursuant to Article V.

- (F) As to Plat 27, Berkshire 4, Berkshire 5, Forest Hills 4, Forest Hills 5, Forest Hills 5A, and Forest Hills Village, 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 outdoor overhead wires shall be erected, placed, or maintained within these subdivisions. The foregoing restriction shall not apply to Lot 12, Block 80, in Plat 27. All purchasers of lots or tracts within this subdivision, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.
- (G) It shall be the duty of the owner and occupant of any building site to maintain the entire site and the property described in subparagraph (e) of this Article, and all improvements thereon, in good order and repair, and in an attractive and neat condition, including but not limited to:
- (1) Exterior finishes of structures, which shall be in a color harmonious with the general plan of improvement of the building site and other structures in the immediate vicinity;
 - (2) Yards, which shall be attractively landscaped and maintained in a neat and orderly manner free of weeds and debris;
 - (3) Driveways and sidewalks, which shall be maintained in good, weed-free condition and repair; and
 - (4) Maintenance of trees and shrubs and plants, trimming when necessary for appearance, and as necessary to maintain such height, spacing and density limitations as the Association may require, and to avoid interference with pedestrian traffic and to maintain safe sight lines for vehicular traffic on or onto the adjoining street, or streets.
 - (5) The following shall be placed in areas on the building site so that they are not visible from any street bordering the building site:
 - (a) Garbage cans, recycling bins and related containers, except on, or on the evening before, regular collection days; and
 - (b) Firewood piles.
 - (6) Holiday ornamentation (including the temporary erection or placement of ornamentation, objects, lighting, and/or equipment) on the exterior portions of any dwelling house or property site must be reasonable and must not be on the exterior portions of any dwelling house or property site except during the period from thirty (30) days after the date of the holiday unless otherwise approved by the Board in writing.

(H) No vehicle, or attachment thereto, principally designed, used, or marked for commercial purposes or designed or used for sleeping purposes, and no pickup or other truck, trailer, camper, coach, canopy, tent, boat, tractor, riding lawn mower or inoperable vehicle (including any vehicle which is not currently registered with the Department of Motor Vehicles), shall be parked, placed, erected, maintained or constructed on any Lot for any purpose except:

(1). any of the vehicles or objects enumerated above may be parked or stored completely within a fully-enclosed structure so long as it is not used for living purposes; and

(2). pickup trucks, together with any cover over or attachment thereto, which (i) are not principally designed, used, or marked for commercial purposes, (ii) are rated one ton or less, (iii) have a maximum of four wheels, (iv) do not exceed 80 inches in height from the ground, and (v) are not used for living purposes on the Property, are not restricted by this sentence.

Any vehicle which is not restricted by the preceding sentence and not otherwise prohibited, may, if well maintained, be placed, parked or maintained on the Property only:

(a). in a fully-enclosed structure,

(b). in a carport,

(c). on an approved driveway, or

(d). in any other location which has been approved in writing by the Board.

(I) It shall be the duty of the owner and occupant of any building site to maintain the entire site free of litter, waste or other refuse at all times. If the Association sends two notices to a homeowner regarding a violation or violations of this provision, then the Association may require the homeowner to arrange for and maintain adequate garbage removal services sufficient to remove from the site both refuse generated in the ordinary course of occupying the site and extraordinary items that are to be disposed of, in accordance with rules established by the provider and as may be established from time to time by the Association, which service shall include the removal at least weekly of solid waste by the solid waste service provider authorized by Washington County for such period of time as may be required by the Association.

ARTICLE IV

(A) Construction of all buildings shall conform with the following:

- (1) Except as set forth in subsections (2), (3), (4) and (5) below, no building may be erected or maintained on any building site except one single-family dwelling house not more than two stories in height above the main floor level, designed for occupancy by not more than one family, together with a private garage which shall not be used for dwelling purposes and shall conform generally in architectural design and exterior materials and finish to the dwelling house to which it is appurtenant; except that outbuildings, sheds or similar structures may be placed, erected, maintained or constructed upon the written approval of the Association as set forth in Article V(a), below, but in no event shall be used for dwelling purposes.
- (2) As to Plat 2-Duplex, Plat 16-Duplex and Plat 18-Duplex, no building may be erected or maintained on any building site except a one-story duplex dwelling designed for occupancy by not more than two families, or part of a one-story four-plex dwelling designed for occupancy by not more than four families, which four-plex is constructed on two building sites, or one single family dwelling house not more than two stories in height above the main floor level, designed for occupancy by not more than one family, together with a private garage, which shall not be used for dwelling purposes and shall conform generally in architectural design and exterior materials and finish to the dwelling house, duplex or four-plex to which it is appurtenant; except that outbuildings, sheds or similar structures may be placed, erected, maintained or constructed upon the written approval of the Association, as set forth in Article V(a), but in no event shall be used for dwelling purposes.
- (3) As to Plat 9-Duplex, no building may be erected or maintained on any building site except a one-story duplex dwelling designed for occupancy of not more than two families, or one, one-story single-family dwelling house designed for occupancy by not more than one family, together with a private garage, which garage shall conform generally in architectural design and exterior materials and finish to the dwelling house to which it is appurtenant. No outhouse of any kind, tent, shed or trailer, or any other temporary dwelling, shall be erected or maintained on any building site or be used for living purposes, nor shall any garage be used for dwelling purposes.
- (4) As to Lot 1, Block 1, Cedar Hills Plat No. 1, no building may be erected except one single-family dwelling house not more than two stories in height above the main floor level, designed for occupancy by not more than one family, or a two-story duplex dwelling designed for occupancy by not more than two families, in each case together with a private garage, which shall not be used for dwelling purposes and shall conform generally in architectural design and exterior materials and finish to the dwelling house or duplex to which it is appurtenant; except that out-buildings, sheds or

similar structures may be placed, erected, maintained or constructed upon the written approval of the Association as set forth in Article V(a) below, but in no event shall be used for dwelling purposes. The building erected on said site as of the date of this amendment, May 13, 1997, is currently designed and used as a duplex dwelling and shall hereafter be assessed as a duplex dwelling.

- (B) No building shall be in any manner occupied while in the course of original construction or until it complies with all requirements as to area and with all other conditions and restrictions applicable thereto. The construction or remodeling of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until fully completed. Every building, fence, wall or other structure placed on any part of said property shall be constructed of new material, unless the use of other than new material shall have received the written approval of the Association. No buildings constructed elsewhere shall be moved to or placed on said property except with the written approval of the Association.
- (C) Dwelling houses, both single-family and duplex, shall have the minimum ground floor areas set forth on Exhibit B, attached hereto and by this reference incorporated herein.

ARTICLE V

- (A) (1) No dwelling house, garage, shed, outbuilding, fence, pool, driveway, runway, walkway, ground level slab, wall or other structure and, except as to Plat 9-Duplex and Forest Hills 5A, no hedge, shall be placed, erected, maintained or constructed upon any portion of said property, and no alterations which would materially alter the exterior appearance of any such structure shall be made, unless a complete set of plans and specifications therefor, including the exterior color scheme, together with a plot plan indicating the exact location on the building site of the proposed building, other structure or hedge, shall have been submitted to and approved in writing by the Association and a copy of such plans and specifications as finally approved deposited for permanent record with the Association. Each dwelling house constructed on said property shall be served by a driveway running from the street to the dwelling house, garage or carport in accordance with standards established from time to time by the Association. Under no circumstances may gravel be used for a driveway or parking surface. Owners shall be given until November 1, 1995 to bring their building sites into compliance with the requirements of the previous two sentences.
- (2) The approval of said plans and specifications may be withheld not only because of their noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also because of the dissatisfaction of the Association with any or all other matters or

things which, in the judgment of the Association, would render the proposed structure or improvement inharmonious with the general plan of improvement of said property or neighboring properties or with the structures or improvements erected on other building sites in the immediate vicinity of the building site upon which said structure or improvement is proposed to be erected.

- (3) No existing single family dwelling house or, if permitted by these restrictions, a duplex or four-plex dwelling, shall be demolished or removed from said property unless an application for such removal or demolition has been submitted to and approved in writing by the Association. Such application shall specify in detail the manner in which the property shall be improved, maintained and used, if the proposed demolition or removal is approved.
 - (4) The Association may place reasonable conditions upon its approval, including but not limited to time allowed for completion.
- (B) The Association has, in its Bylaws, as authorized by its Articles of Incorporation, provided for the appointment of three persons, who need not be members, to constitute a Review Board whose duties shall be to assist the Association in all matters referred to in this Article and to perform such other functions as the Association may assign to such Review Board from time to time.
 - (C) Any agent or officer of the Association may at any reasonable hour or hours, after reasonable notice, enter and inspect any of said property as to its maintenance or improvements to determine if there has been compliance with the provisions hereof; and the Association, and/or any agent, or officer thereof, shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Association may issue a certificate of completion and compliance as to any property so inspected.
 - (D) 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 of the Association showing that the plans and specifications for the improvements 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 thereof and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer in acting thereon. 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 noncompliance executed by the Association shall have appeared of record in the office of the County Clerk of Washington County, State of Oregon, or unless legal proceedings shall have been instituted to enforce completion or compliance.

ARTICLE VI

- (A) Dwelling houses, garages, and other structures, excluding however fences, hedges, walls and similar structures and driveways, walkways and basketball backboards and their supports, placed, erected, maintained or constructed on said property shall have such minimum setbacks from streets as are shown on Exhibit C, attached hereto and by this reference incorporated herein.
- (B) Except as set forth in subsections (1) and (2) below, each dwelling house, garage or other structure, excluding however fences, hedges, walls and similar structures, placed, erected, maintained or constructed upon said property shall have a setback of not less than five feet from each side and rear line of the building site on which it is located. Notwithstanding the foregoing:
 - (1) Runways, walkways, ground level slabs and decks and portable structures may be placed, maintained, erected or constructed within the minimum setbacks, provided, however, all other conditions of these restrictions have first been met and subject to the obligation of the owner of the building site to remove such construction or structure at the owner's expense within twenty days of receipt of written request therefor from the Association setting forth the reasons for such request; and
 - (2) Four-plex dwellings within Plat 16-Duplex and 18-Duplex, which, when constructed on two of the building sites shall, except for the sides of said building sites which form the common line between said building sites, have a setback of not less than five feet from each of the side and rear lines of the building sites on which it is located.

ARTICLE VII

- (A) No sign or other advertising device of any character shall be placed or erected on any one lot or building site or maintained upon any part of said property except:
 - (1) One sign not larger than 18" x 24", advertising the property for sale or for rent;
 - (2) Security system decals not larger than 4" x 6" each and not more than one per door or window; and

- (3) One each of the following in each case the actual size, location, construction and appearance of which complies with standards and conditions established from time to time by the Association:
 - (a) One Neighborhood Watch sign;
 - (b) One Block Home sign displayed in a window;
 - (c) One security system sign.
 - (4) Political lawn signs in connection with an upcoming election placed in the yard not more than sixty (60) days prior to the election to which the sign refers. Signs shall not exceed 18 inches by 24 inches in size and shall be removed within three (3) days after the election.
 - (5) One temporary sign, not larger than 18" by 24", warning of children in the area, and/or reminding motorists of the speed limit, which sign and its placement must first be approved by the Association pursuant to the provisions and conditions of Article V. A single sign for a residence may be approved for a period not to exceed ninety (90) consecutive days during any calendar year which approval cannot be renewed during that calendar year.
 - (6) "For sale" signs on a vehicle when parked on property or on the street adjacent to property within the Association may be displayed subject to the following: One vehicle may be signed with temporary "for sale" signs in its windows for a period not to exceed ninety (90) days during any twelve (12) month period. Signs shall be limited to two (2) per vehicle. Signs must first be submitted to and approved in writing by the Association. Painted or applied lettering may not be utilized on painted, chrome or glass surfaces of the vehicle. The actual size and appearance of the signs shall comply with standards and conditions established from time to time by the Association. No more than one vehicle per property may display a for sale sign(s) at one time unless approved in advance in writing by the Board of Directors. The maximum number of vehicles to be sold from any given property shall not exceed two (2) per a twelve (12) month period unless otherwise approved in writing by the Board of Directors."
- (B) The Association hereby reserves to itself, its successors, heirs and assigns, perpetual easements under, over and across strips of land five feet in width running along and interior to the side lines and rear lines of each building site respectively for the purpose of erecting, constructing, maintaining and operating sewers and drainage systems, and poles, pipes, wires, cables, guys, anchors and conduits for lighting, heating, power, telephone and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon, or above the surface of the ground within said five-foot strips of land, and the Association reserves the right to cut and/or trim any tree or other

growth on such five-foot strips which may interfere with or menace the construction, maintenance, or operation of said utilities.

- (C) The Association shall have the right at all times to enter upon any lot or parcel of said property that is unimproved or untenanted by the owner thereof, after reasonable notice to the owner, to remove debris, weeds, or other waste therefrom, and to trim, cut back, cultivate, and/or maintain hedges, trees, shrubs, plants, or lawns, and to charge the expense thereof to said owner.
- (D) The Association hereby reserves for the benefit and use of Lots 11 and 12 of Berkshire 5 an easement for access and roadway purposes over and across the northerly twenty (20) feet of Lots 12 and 13 of Berkshire 5.

ARTICLE VIII

- (A) All said property (excepting streets or parks now or hereafter established; open spaces and areas maintained as park-like strips or areas for planting purposes; land dedicated, used, taken or sold for public or community improvements or use; and building sites during such time as they are not accessible from an improved public street) shall be subject to an annual charge or assessment as hereinafter specified; provided, however, that, as to Plat 16-Duplex, Plat 18-Duplex, Plat 20, Plat 22, Plat 23, Plat 24, Plat 25, Plat 26, Plat 27, Berkshire 1, Berkshire 2, Berkshire 3, Berkshire 4, Berkshire 5, Forest Hills 1, Forest Hills 2, Forest Hills 5, Forest Hills 5A, Forest Hills Village, Lots 58-67, Lynwood, Lynwood 2, and Ridgeview Manor, and Lots 25 and 26, Block 8 (Plat 2-Duplex), Cedar Hills, said annual charge or assessment shall not apply to any building site until a residence or a unit of a duplex or a unit of a four-plex has been constructed thereon and said residence or duplex unit or four-plex unit has been occupied as a dwelling or said building site has been deeded to an owner who intends to occupy the same as a dwelling, whichever event first occurs.
- (B) Said annual charge or assessment shall, except as hereinafter provided, be a uniform amount which shall not exceed
 - (1) \$258.50 for each building site in plats designated as non-street lighted plats on Exhibit A, except duplex or four-plex building sites, which shall be not more than \$198.00 for each dwelling unit thereon; until such time as street lights have been installed in such plat or plats at which time said annual charge or assessment shall be the same as for street lighted plats as set forth in subsection (2) below, plus the cost of installation of such street lighting system amortized annually over not less than ten (10) years and apportioned between each individual building site, duplex and four-plex building site in the same manner and proportion as assessments are apportioned under subsection (2) below.

- (2) \$280.50 for each building site in plats designated as street lighted plats on Exhibit A, except duplex or four-plex building sites, which shall be not more than \$211.50 for each dwelling unit thereon, provided, however, that the Association, when authorized to do so by a resolution adopted by a majority of members present in person or by proxy, at a meeting called for that purpose upon such notice as may be prescribed by the Bylaws of the Association, may increase or authorize to be increased by the Association said maximum annual charge or assessment. Said annual charge or assessment, when imposed, shall be upon and against each building site subject thereto and the whole thereof.
- (C) The right to levy, fix (subject to the limitations herein prescribed), collect and enforce the collection of such charges or assessments, including interest thereon, and expend the same, shall be vested in the Association. In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Board of Directors of the Association.
- (D) Each such annual charge or assessment shall be (1) fixed in advance on or about the 1st day of July of each year, covering the ensuing twelve months ending the 30th day of June of the following year; (2) due and payable on the 15th day of November in the year in which it is fixed, and (3) be delinquent if not paid on or before the 15th day of November in which it is fixed and bear interest at 10% per annum or such other rate as may from time to time be established by resolution of the Board of Directors but not to exceed the lawful rate of interest under the laws of the State of Oregon.
- (E) The aggregate amount of such annual and individual assessments and charges with interest as aforesaid shall constitute a lien on the whole building site with respect to which it is levied. Such lien may be enforced by the Association in the manner provided by law. The property owner shall be liable for the expenses, costs and disbursements, including reasonable attorney fees, of the Association of processing and, if necessary, enforcing such liens, all of which expenses, costs and disbursements and attorneys' fees shall be secured by such lien. In the event of foreclosure of such lien the property owner shall be liable for all costs and disbursements together with reasonable attorney fees of the Association, all of which costs, disbursements and fees shall be secured by such lien. The Secretary of the Association may file for recording in the appropriate public records of Washington County, State of Oregon, a statement of the amount of any charges and assessments, together with interest as aforesaid, which have become delinquent with respect to any portion of said property and upon payment in full thereof shall execute and file a proper release.
- (F) The Association may assess charges and levy assessments directly against a building site ("individual assessments") for (1) charges for services provided

under Article VII (c); (2) assessments levied against any building site for costs (including attorney fees) incurred in bringing any building site or its owner into compliance with the provisions of this Declaration, or the policies, rules and regulations of the Association; and (3) fines or other charges imposed pursuant to this Declaration or resolution of the Board of Directors. Unless otherwise provided by the Board of Directors, individual assessments shall be due thirty (30) days after the Board of Directors has given written notice thereof to the owner(s) of the building site subject to the individual assessment

- (G) The purchasers of portions of said property by the acceptance of deeds therefor or by the signing of contracts or agreements to purchase the same, whether or not so expressed in any such conveyance, shall become personally obligated to pay such charges or assessments, including interest, expenses or attorney fees imposed pursuant to Article X upon the portion or portions of said property purchased or agreed to be purchased by them, and shall thereby become subject to the right and power of the Association to institute proceedings for the collection of such charges, assessments and interest and the enforcement of the liens securing the same. Such assessments and charges, together with any interest, expenses or attorney fees imposed pursuant to Article X, shall be a charge on the land and a continuing lien upon the property against which each assessment or charge is made. Such rights and powers shall continue in the Association, and such obligations shall run with the land so that the successor owner of record of any portion of said property, and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable for the payment of such charges or assessments together with interest on such as may have become delinquent.
- (H) The proceeds received from such charges or assessments shall be applied to the payment of any or all of the following:
- (1) Real and personal property taxes and assessments which may be levied by any municipal or other governmental authority upon the streets and parks now or hereafter opened, laid out or established and other open spaces maintained and acquired for the general use of the owners of lots or building sites within said property, or any improvements thereon.
 - (2) Improving or maintaining such streets, parks and other open spaces, including all grass plots, parking strips, and other planted areas within the lines of said streets, as shall be maintained for public use or for the general use of the owners of lots or building sites within said property and their successors in interest, insofar as such costs are not adequately provided for by any municipal authority; and planting and maintaining shrubs, trees, flowers and grass in such parks, open spaces, grass plots, parking strips and other planted areas.

- (3) Sweeping, cleaning, sprinkling and lighting the streets within or bordering the Property, collecting and disposing of street sweepings therefrom and rubbish, ashes, garbage and the like from the Property, and providing community police and/or watchman service therefor, in order to maintain the quality of the Property as a high-class residential district, as determined by the Association, taking into account services provided by a public entity; maintaining and operating sewers and a sewage disposal plant, and the maintenance and repair of all streets including the sidewalks thereon.
- (4) Caring for vacant, unimproved or unkept lots and plots, removing grass and weeds therefrom and any other things necessary or desirable in the judgment of the Association to keep said property and the plots contiguous thereto in neat and good order.
- (5) Erecting and maintaining adequate signs and sign posts for the marking of streets within and adjoining said property.
- (6) Providing for fire protection for said property and the structures thereon but only until such time as such fire protection may be provided by any municipal authority.
- (7) Expenses incident to the enforcement of the restrictions, conditions, covenants, charges and agreements contained in this Declaration, and the collection of the charges or assessments provided for in this Article.
- (8) Expenses incident to the conduct of the business of the Association, and all licenses, franchises or other taxes or assessments levied against the Association or payable by it.
- (9) Constructing, improving, maintaining and/or operating on said property or on adjacent property, statues, fountains and other ornamental features, parks and park ways, tennis courts, schools, churches, playgrounds and a community clubhouse and acquiring land therefor.

ARTICLE IX

- (A) In construing this Declaration or any part thereof, stipulations which are necessary to make this Declaration or any of its terms or provisions, reasonable, are implied.
- (B) The determination by any court that any of the provisions of this Declaration are unlawful or void shall not affect the validity of any of the other provisions hereof.
- (C) All of the conditions, restrictions and charges set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building,

occupation and maintenance adopted therefor by the original owners and developers of Cedar Hills, and hereby adopted and ratified by the Association and the members thereof; and such conditions, restrictions and charges shall run with the land and continue and be in full force and effect, until July 1, 1996, and shall, as then in force, be continued automatically and without further notice from that time for a period of 25 years and thereafter for successive periods of 25 years each without limitation as to each plat unless at least two years prior to July 1, 1996, or at least two years prior to the expiration of any successive twenty-five year period thereafter, a written agreement executed by the then record owners of 75 percent or more in area of a plat then subject to this Declaration, exclusive of streets, parks and open spaces, be placed on record in the office of the County Clerk of Washington County, Oregon, changing, modifying or extinguishing any of said conditions, restrictions or charges as to all or any part of the plat then subject thereto in the manner and to the extent therein provided, in which event the unextinguished, unchanged, and unmodified conditions, restrictions and charges and the conditions, restrictions and charges as therein changed or modified shall continue in force for successive periods of twenty five years each unless and until further changed, modified or extinguished in the manner herein provided, provided, however, that said conditions, restrictions and charges, or any of them, may be changed, modified or extinguished at any time by an instrument executed by the Association, acting by its President and Secretary, under authority of a resolution to that effect adopted by a majority of seventy-five (75%) percent or more of the votes cast in favor of such resolution at any meeting of the members of the Association called for that purpose upon such notice to said members as may be prescribed by the Bylaws of the Association. The foregoing provisions in this subparagraph (c) contained shall not affect the perpetual utility easements hereinbefore reserved.

- (D) Said annual charges or assessments may nevertheless be terminated as to any plat on July 1, 1996 or on the first day of any year thereafter, with the written consent of the owners of record of at least seventy-five (75%) percent or more in area of said plat then subject to said charges or assessments.

ARTICLE X

In the event the Association employs an attorney to enforce or restrain a violation of this Declaration, or any provisions thereof, even if no suit or action is commenced and in any bankruptcy proceeding in connection therewith, or to collect any money due hereunder, or in connection with, or to foreclose a lien, the Association shall be entitled to its attorneys' fees incurred therewith, and in any legal or equitable proceedings by the Association or the owner or owners of any portion of said property, or their and each of their legal representatives, heirs, successors and assigns, for the enforcement or to restrain a violation of this Declaration or any provisions hereof, the losing party shall pay to the prevailing party such attorneys' fees as the trial court may deem reasonable in such suit or action, and, if any appeal is taken, the prevailing party's reasonable attorneys' fees on appeal. All such charges shall constitute a lien on the whole building

site with respect to which they were incurred in accordance with the provisions of Article VIII of this Declaration. However, nothing contained in this Declaration shall be deemed to vest or reserve in the Association any right of reversion or re-entry for breach or violation of any one or more of the provisions hereof.

ARTICLE XI

The provisions contained in this Restated Declaration of Restrictions shall bind and inure to the benefit of and be enforceable by the Association, and the owner or owners of any portion of said property, and their and each of their legal representatives, successors, heirs and assigns, and failure by the Association or by any 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. An election by the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted under this Declaration. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association.

