

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VISTA VIEW VILLAGE

COUNTY OF CLACKAMAS
STATE OF OREGON

THIS DECLARATION, made on this 28 day of March, 1977, by Jay O. Oreste, Michael J. Oreste, Fred S. Farah, Afife A. Azar and Raji A. Azar, hereinafter called "Declarant."

W I T N E S S E T H:

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WHEREAS, Declarant is the owner of certain real property in the County of Clackamas, State of Oregon, hereinafter referred to as "The Properties" more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein as if set forth in full.

WHEREAS, Declarant desires to subject said property to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of said property, and its present and subsequent owners as hereinafter specified, and will convey said property subject thereto.

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

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ARTICLE ONE

DEFINITIONS

1. "Association" shall mean and refer to VISTA VIEW VILLAGE HOME OWNERS ASSOCIATION, its successors and assigns, a nonprofit corporation, organized under the laws of the State of Oregon.

2. "The Properties" shall mean and refer to that certain real property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

3. "Member" shall mean and refer to every person or entity who holds membership in the Association by being an owner of a fee interest.

4. "Owner" shall mean and refer to the record owner of a fee simple interest, whether one or more persons or entities, in any building site or living unit situated upon The Properties, but shall not mean a mortgagee.

5. "Common Properties" shall mean all real property and appurtenances thereto, now or hereafter owned by the Association for the common use and enjoyment of the members of the Association.

6. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of The Properties with the exception of Common Areas, and to any parcel of said property under one ownership consisting of a portion of one or more of such lots and/or contiguous portions of two or more contiguous lots, which is held or offered for sale by the Declarant.

7. "Building Site" shall mean and refer to a Lot, or to any parcel of said property under one ownership which consists of a portion of one of such lots or contiguous portion of two or more contiguous lots, originally sold by Declarant.

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8. "Living Unit" shall mean any structure or portion of a structure situated upon The Properties designed and intended for use, occupancy and ownership as a residence by a single family.

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

ARTICLE TWO

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP

Members of the Association shall be every Owner of a fee or undivided fee interest in any Building Site or Living Unit subject by covenants of record to assessment by the Association and every person who holds a contract purchaser's interest of record in a Building Site or Living Unit. There shall be no other qualification for membership except as set forth above. Membership shall terminate on transfer of fee simple title by an Owner or the contract purchaser's interest by a contract purchaser who qualifies as a member. If an Owner sells a Building Site or Living Unit by contract of sale, upon recordation thereof, the Owner's membership shall terminate and the contract purchaser's membership shall commence.

Section 2. VOTING RIGHTS

Members shall be entitled to one vote for each Building Site or Living Unit in which they hold the interest required for membership by Section 1. If more than one person holds such interest or interests, all such persons shall be members, but the vote for such Building Site or Living Unit shall be exercised as the persons holding such interest shall determine between themselves, provided that in no event shall more than one vote be cast with respect to any such Building Site or Living Unit.

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ARTICLE THREE

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. MEMBERS' EASEMENTS OF ENJOYMENT

Subject to the provisions of Section 3 of this Article, every member shall have a right of easement and enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Building Site or Living Unit and upon the recordation of a contract of sale of any Building Site or Living Unit.

Section 2. TITLES TO COMMON PROPERTIES

The Declarant may retain legal title to the Common Properties until such time as it has completed improvements thereon and until such time as in its opinion the Association is able to maintain the same. Notwithstanding the foregoing, the Declarant shall convey the Common Properties to the Association free and clear of all liens and encumbrances except the original construction or development mortgage not later than January 1, 1982. The Declarant, if directed by the Association pursuant to the same vote of membership as required for dedication of the Common Properties, may convey the Common Properties to a municipal corporation, public agency or authority rather than convey such Common Properties to the Association.

Section 3. EXTENT OF MEMBERS' EASEMENTS

The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid and for any period not to exceed 90 days for any infraction of its published rules and regulations.

(b) The right of the Declarant and the Association in accordance with its Articles and By-Laws to mortgage said property as security for any loan the purpose of which is improvement to the Common Properties. In the event of a default upon any such mortgage, the lender's right hereunder

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shall be limited to a right after taking possession of such properties to charge fees as a condition of continued enjoyment by the members, and, if necessary, to open the enjoyment of such property to a wider public until the mortgage debt is satisfied, whereupon the possession of such property shall be returned to the Association and all rights of the members hereunder shall be fully restored.

(c) The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipal corporation, public agency, or authority for such uses and purposes of open space and recreation as may be agreed to by the members. No such dedication or transfer, however, shall be effective except pursuant to vote of members as provided by the Articles of Incorporation and By-Laws. Notwithstanding anything else in this document, the Common Properties are dedicated to perpetuity for open space and recreation.

Section 4. DELEGATION OF USE

Any member may delegate in accordance with the By-Laws his right of enjoyment to the Common Properties to the members of his family and tenants.

ARTICLE FOUR

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATIONS OF ASSESSMENT

Each Owner of any Building Site or Living Unit by acceptance of the deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a continuing lien upon the property against which each such assessment is made from the

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date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. PURPOSES OF ASSESSMENTS

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in The Properties and in particular for the improvement and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties. Without limiting the generality of the foregoing, assessments may be used to lease facilities for the use of residents in the Properties.

Section 3. BASIS OF ANNUAL ASSESSMENTS

Unless changed by vote of the membership as hereinafter provided, the maximum annual assessment for any Building Site or Living Unit shall be \$10.00 per month. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association, fix the annual actual assessment at an amount less than the maximum. Upon the vote of the membership as hereinafter provided, the Association may change the maximum annual assessment fixed by this Section prospectively.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

Upon vote of the members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments, a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the cost of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Properties including necessary fixtures and personal property related

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thereto, no assessments or charges of any kind or amount shall be levied upon lots owned by declarant.

Section 5. VOTING AND NOTICES FOR SPECIAL ASSESSMENT AND CHANGE OF MAXIMUM ASSESSMENT

Any special assessment or change in maximum annual assessment must have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all members at least 30 days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENT

The initial annual assessment shall commence on the first day of such month as determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Monthly assessments for any year after the first year of the creation of the Association shall become due and payable for the calendar year on March 1 of such year.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessment for the first time shall be prorated on a calendar year basis according to the date of the first assessment or the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 7. DUTY OF BOARD OF DIRECTORS

The Board of Directors shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep such roster in the Association office subject to inspection by any Owner.

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The Association shall upon demand within a reasonable time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on such property owned by such Owner have been paid.

Section 8. THE EFFECT OF NONPAYMENT OF ASSESSMENTS; LIEN OF ASSOCIATION

If any assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and shall bear interest at the rate of 8 percent per annum from such due date. The secretary of the Association shall file in the office of the county clerk in which the property is located within 180 days after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest set forth above shall constitute a lien on such Building Site or Living Unit from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fees to be fixed by the court, such costs, disbursements and attorney's fees to be further secured by such lien. No Owner may waive or otherwise avoid liability for assessments by nonuse of the Common Properties or abandonment of his Building Site or Living Unit.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES AND DEEDS OF TRUST

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust. Sale or transfer of any Building Site or Living Unit shall not affect the assessment lien. However, the sale or

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transfer of any Building Site or Living Unit which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust, shall extinguish any lien of an assessment which became a lien prior to such sale or transfer; and such liens shall attach to the net proceeds of sale, if any, remaining after such mortgages and other prior liens and charges have been satisfied. Such sale or transfer shall not release such Building Site or Living Unit from liability from any assessments thereafter becoming due or from the lien thereof.

Section 10. EXEMPT PROPERTY

The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by a municipal corporation or other local public authority and devoted to public use.

(b) All Common Properties.

ARTICLE FIVE

RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS

Section 1. USE AND OCCUPANCY

The owner of a lot within a private area in Vista View Village shall be entitled to the exclusive use and benefit of such lot, except as otherwise expressly provided herein, but his lot shall be bound by and he shall comply with the following and all other provisions of these Covenants for the mutual benefit of all owners of property within Vista View Village.

(a) Maintenance - Each owner shall maintain the grounds and improvements of his lot in a clean and attractive

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condition, in good repair and in such fashion as not to create a fire hazard.

(b) Adjacent Common Area - The Owner of a lot which blends together visually with any common area shall, if Declarant or the Association elects from time to time so to require, permit Declarant or the Association to enter upon lot to perform mowing and other maintenance in connection with the maintenance of such common area.

(c) Residential Use - No lot shall be used except for residential purposes, except that nothing in these Covenants shall be construed so as to prevent a builder from using his lot as a temporary sales model.

(d) Business and Commercial Use - No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service, or business be kept or stored on any lot, excepting the right of any homebuilder and the Declarant to construct residences on any lot, to store construction materials and equipment on said lots in the normal course of said construction and to use any single family residence as a sales office or model home for purposes of sales in Vista View Village.

(e) Offensive Activities - No noxious or offensive activity shall be carried on in a private area, nor shall anything be done or placed upon any lot which interferes with or jeopardizes enjoyment of other lots or common areas within Vista View Village.

(f) Animals - No domestic animals of any kind shall be raised, kept, or permitted within private areas other than a reasonable number of household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance.

(g) Signs - No signs shall be erected or maintained on any lot (excluding Vista View Village entry-way signs)

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except that not more than one "For Sale" or "For Rent" sign placed by the Owner, the Declarant or by a licensed real estate agent, not exceeding twenty four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any lot, and except one professional sign of not more than three square feet which must comply with Clackamas County sign ordinances.

(h) Parking - Parking of boats, trailers, motorcycles, trucks, truckcampers and like equipment shall not be allowed on any part of the property nor on public streets adjacent thereto excepting only within the confines of an enclosed garaged or screened area, the plans of which must have been reviewed and approved by the Architectural Control Committee prior to construction, and no portion of same may project beyond the screened area. No vehicle shall be permitted to park on public right-of-way within Vista View Village for a period exceeding twenty-four (24) hours without written permission of the Architectural Control Committee.

(i) Vehicles in Disrepair - No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on the Common Area or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in a "extreme state of disrepair" when its presence offends the occupants of the neighborhood. Should any Owner fail to remove such vehicle within five (5) days following the date on which notice is mailed to him by the Declarant or the Architectural Control Committee, they may have the vehicle removed from Vista View Village and charge the expense of such removal to the Owner.

(j) Rubbish and Trash - No lot or part of the Common Area shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings and dirt and other material resulting from landscaping work shall not be dumped onto streets, or Common Areas or any lots. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings

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or any such materials from any lot or any street or Common Area where deposited by him within ten (10) days following the date on which notice is mailed to him by the Declarant or the Architectural Control Committee, they may have such materials removed and charge the expense of such removal to the Owner.

(k) Temporary Structures - No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. All structures must comply with the Uniform Building Code.

(l) Dwelling Size - The ground floor area of a one story dwelling, exclusive of open porches and garage shall be not less than 1600 square feet. In the case of a two-story dwelling, the lower or ground floor living level shall be not less than 1000 square feet. In the event of a multi-level dwelling, the area of the one-story portion and the area of the upper level of the two-story portion shall constitute a minimum of 1300 square feet. A split entry or split foyer type home and a daylight basement home shall have a main floor area of not less than 1300 square feet. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling or duplex not to exceed two and one-half stories in height and a private garage for not less than two standard size automobiles. The Architectural Control Committee upon application may, in its discretion, waive any violation of this provision which it finds to have been inadvertent.

(m) Building Setbacks - No building shall be located on any lot nearer to the front, rear or side lot lines than as permitted by Clackamas County zoning ordinances. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line or nearer than 20 feet to any side street line. No building shall be located nearer than 7 feet to a side lot line or nearer than 20 feet to the rear lot line. For purposes of these Covenants, eaves, steps and open porches shall not be considered as part of a building provided however, that this shall not be construed to permit any portion of a

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building on a lot to encroach upon another lot. The Architectural Control Committee upon application, may in its discretion waive any violation of this subsection which it finds to have been inadvertent, provided the same would not constitute a violation of County ordinances for which no variance has been obtained.

(n) Exterior Finish - The exterior of all construction on any lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings, existing structures and landscaping within Vista View Village. Exterior colors must be approved by the Architectural Control Committee in accordance with the provisions of Article 5A. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin.

(o) Exterior Lighting - Any exterior lighting which is visible from any street, any part of the Common Area, or any other lot in Vista View Village must be approved prior to installation by the Architectural Control Committee, in accordance with the provisions of Article 5A.

(p) Structures in the Common Area - No building, wall, fence, paving, landscaping, or construction of any type shall be erected or maintained by any Owner so as to trespass or encroach upon the Common Area. The Architectural Control Committee shall have authority to abate any such trespass or encroachment upon the Common Area at any time, by any reasonable means and with or without having to bring legal proceedings.

(q) Completion of Construction - The construction of any building on any lot, including painting and all exterior finish, shall be completed within eight (8) months of the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to wether conditions, this provision may be extended for a resonable length of time upon written

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approval from the Architectural Control Committee. The building area shall be kept reasonable clean and in workman-like order during the construction period. All lots shall be kept in a neat and orderly condition, free of brush, vines, weeds and debris, and grass thereon shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

(r) Landscape Completion - All front yard landscaping must be completed within six (6) months from the date of occupancy of the residence constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the Architectural Control Committee.

(s) Easements - Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear and side five (5) feet of each lot, as well as on other portions of certain lots, all of record. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of 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.

(t) Fences and Hedges - Plantings or site obscuring fences shall not exceed four feet in height in the front yard or on side lot lines forward of the building line with the greatest setback on the lot or the adjoining residential lot. The maximum height of a site obscuring fence located on the remainder of the lot shall not exceed six feet in height. Fences shall be well constructed of suitable fencing materials and shall not detract from the appearance of the dwelling house located upon the lot or building site or be offensive to the owners or occupants thereof, or detract from the appearance of the dwelling

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housed located on the adjacent lots or building sites. All fence plans must be submitted prior to construction commencement to the Architectural Control Committee as set forth in Article 5A, Section 1.

(a) Tree Removal - No trees with a diameter of six (6) inches, or more, measured at a height of five (5) feet above ground level, may be removed from those portions of any lot which lie outside of the building site (including driveway) without prior written approval from the Architectural Control Committee.

(v) Service Facilities - Clothes lines and other service facilities shall be screened so as not to be viewed from the street or Common Area.

(w) All buildings must be of double wall construction.

(x) All roofs must be constructed of cedar shakes, cedar shingles, quarry tile or fiber glass (Johns-Manville Woodlands or equal).

(y) No exterior receiving or transmitting antennas are allowed.

(z) No Tl-11 or plywood type siding shall be applied to the street side of any building and no such siding shall be used whatsoever on one story dwellings.

ARTICLE FIVE-A

ARCHITECTURAL CONTROL COMMITTEE

Section 1. ARCHITECTURAL REVIEW

No structure, including storage shelters, shall be commenced, erected, placed or altered on any lot until the construction plans and specifications and a plat showing the nature, shape, heights, materials, colors, and proposed location of the structure have been submitted to and approved in writing by the Architectural Control 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 with respect to topography, finish grade elevations, and to avoid plan repetition. The requirements of this section shall not

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apply to any structure erected prior to the date upon which this instrument is recorded, but shall apply to any alterations of such a structure. In all cases in which Architectural Control Committee consent is required by these Covenants, the following provisions shall apply:

(a) Major Construction - In the case of initial or substantial additional construction of a dwelling, the owner shall prepare and submit to the Architectural Control Committee such plans and specifications for the proposed work as the committee may require. Material required by the committee may include, but not necessarily be limited to, the following:

(1) A plot plan indicating location of all improvements.

(2) Drawings showing elevations, exterior materials and exterior color scheme of all improvements.

The Architectural Control Committee shall render its decision with respect to the proposal within 15 days after it has received all material required by it with respect thereto.

(b) Minor Work - In the case of minor additions or remodeling, change of existing exterior color scheme or exterior material, fence, greenhouse, or swimming pool construction or any other work not referred to in paragraph (a) above, the owner shall submit to the Architectural Control Committee such plans and specification for the proposed work as the committee determines to be necessary to enable it to evaluate the proposal. The Architectural Control Committee shall render its decision with respect to the proposal within 15 days after it has received all material required by it with respect thereto.

(c) Architectural Control Committee Descretion
The Committee may in its sole descretion withhold consent to any proposed work if the committee finds that the proposed work would be inapporpriate for the particular lot or incompatible with the design standards that Declarant intends for Vista View Village. Considerations such as siting, shape, size, color, design, height, impairment of the view from other lots within Vista View Village or other effect on the enjoyment of other lots or common areas,

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disturbance of existing terrain and vegetation, and any 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.

(d) Procedure In the event the Committee fails to render its approval or disapproval within 30 working days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

(e) Membership: Appointment and Removal
The Architectural Control Committee, hereinafter referred to as Committee, shall consist of as many persons, but not less than three, as the Declarant may from time to time appoint. The Declarant may remove any member of the Committee from office at any time and may appoint new or additional members at any time. The Declarant shall keep on file at its principle office a list of names and addresses of the members of the Committee. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these Covenants. The powers and duties of such Committee shall cease one year after completion of construction of all the single-family dwellings and the sale of said dwellings to the initial owner/occupant on all of the building sites within the property.

(f) Liability - Neither the Architectural Control Committee nor any member thereof 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 of the Committee or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.

(g) Action - Except as otherwise provided herein, any two members of the Architectural Control Committee shall have power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument

setting forth the action taken by the members consenting thereto.

(h) Nonwaiver - Consent by the Architectural Control Committee to any matter proposed to it and 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.

(i) Appeal - Any Owner adversely affected by action of the Architectural Control Committee, may appeal to the Association. Appeals shall be made in writing within ten (10) days of the Committee's action, and shall contain specific objection and/or mitigating circumstances justifying the appeal. A final conclusive decision shall be made by the Association within fifteen (15) working days after receipt of said notification.

(j) Effective Period of Consent - The Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the owner has applied for and received an extension of time from Design Committee.

ARTICLE SIX

RESTRICTIONS REGARDING CONSTRUCTION AND MAINTENANCE

Section 1. RESTRICTIONS ON CONSTRUCTION, MAINTENANCE AND IMPROVEMENT

The following restrictions are applicable to construction, maintenance and improvements on the Properties:

(a) Only single family residences or a duplex if permitted by local ordinance are allowed on The Properties and such single family residences and garages erected on The Properties shall have minimum front, rear and side

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setback requirements in accordance with county regulations at the time this Declaration is recorded. In determining the setback requirements, all projections from the structure except eaves or uncovered front porches or steps shall be included.

(b) All driveways and parking bays shall be constructed of concrete. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevations. The committee shall act and serve until such time as Declarant chooses to relinquish said duties to the VISTA VIEW VILLAGE HOME OWNERS ASSOCIATION. The original Architectural Control Committee shall consist of Jay O. Oreste, Fred S. Farah and Afife A. Azan.

(c) No sign or other advertising device of any character shall be erected on any Living Unit or Building Site or maintained upon any part of The Properties except one sign not larger than 24" by 36" advertising the Living Unit or Building Site for sale or for rent.

(d) 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 The Properties. All purchasers of Lots within The Properties, 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.

Section 2. MINOR VIOLATIONS OF SETBACK RESTRICTIONS

If upon the erection of the first single family dwelling upon any of the Building Sites which are subject

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to these restrictions it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement may be waived by the written consent and waiver of the Owners of the Building Sites immediately adjoining on either side of the Building Site upon which the violation or infringement occurs, and such waiver shall be binding upon all other Owners which are subject to these restrictions. Nothing herein contained shall prevent the prosecution of a suit for any other violation of the restrictions contained in this Declaration. A "minor violation" for the purpose of this section is a violation of not more than two feet beyond the setback lines as herein set forth. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to such structures.

ARTICLE SEVEN

MAINTENANCE OBLIGATIONS OF OWNERS

Section 1. VACANT LOTS

It is the intent of these restrictions that vacant Lots be maintained in a reasonable presentable condition. Therefore, the Association shall have the right at all times, after reasonable notice, to enter upon any Lot or Building Site that is vacant and unplanted or untenanted by the Owner after reasonable notice to the Owner, to remove debris, weeds, or otherwise waste material and to trim, cut back, remove if damaged or dead, cultivate and/or maintain hedged, trees, shrubs, plants or lawns, and to charge the expense thereof to the Owner as an assessment. The Association shall have the same rights with respect to such assessment as set forth in Article Four as to annual and special assessments.

Section 2. OWNER'S OBLIGATION TO MAINTAIN PLANTING

Where the Association has permitted an Owner to plant a portion of the Common Properties abutting the

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Owner's property in accordance with the Owner's landscaping design, the Owner shall thenceforth be obligated to maintain at his own expense such planting. Failure of the Owner to maintain the landscaping of such portion of the Common Properties or parking bays thereon shall give the Association a right upon reasonable notice to the Owner to maintain such areas of the Common Properties and to charge the expense thereof to the Owner as an assessment to be collected in the manner provided in Article Four.

Section 3. REASONABLE NOTICE

"Reasonable Notice," as that term is used in this Article, shall mean mailing by certified mail to the last known address of the Owner shown on the books of the Association not less than ten days before entry on such Owner's property is made or maintenance of such landscaping is undertaken pursuant to Section 2.

ARTICLE EIGHT

ERECTION OF SIGNS OR STRUCTURES BY DECLARANT

Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agent of structures or signs for the conduct of its business in connection with or upon The Properties while the same or any part thereof is owned by Declarant.

ARTICLE NINE

GENERAL PROVISIONS

Section I. DURATION

Covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot, Building Site or Living Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty years

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from the date of this Declaration being recorded. After such term such covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by the then Owners of two-thirds of the Lots, Building Sites and Living Units has been recorded agreeing to change said covenants and restrictions in whole or in part. The covenants and restrictions of this Declaration may be amended during the first twenty year period by an instrument signed by not less than 75 percent of the Owners of Lots, Building Sites or Living Units and thereafter by an instrument signed by not less than 66-2/3 percent of such Owners. Any amendment must be properly recorded.

Section 2. NOTICES

Unless otherwise provided herein, any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. ENFORCEMENT

The Association or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants and reservations imposed by the provisions of this Declaration and a similar right shall exist with respect to recovery of damages for any such violation. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. SEVERABILITY

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

Section 5. EFFECT OF MUNICIPAL ORDINANCES

Police, fire and other public safety ordinances

of any municipal corporation having jurisdiction over any portion of The Properties shall govern where more restrictive than these covenants and restrictions. The Common Properties are dedicated in perpetuity as an Open Space and for recreation and no amendment shall change said dedication.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

Jay O. Oreste
Jay O. Oreste

Michael J. Oreste
Michael J. Oreste

Afife A. Azar
Afife A. Azar

Raji A. Azar
Raji A. Azar

Fred S. Farah
Fred S. Farah

STATE OF OREGON)

County of Clackamas)

Personally appeared the above named Jay O. Oreste, Michael J. Oreste, Afife A. Azar, Raji A. Azar and Fred S. Farah, and acknowledged the foregoing to be their voluntary act and deed.

Before me:

Cindy A. Freet

Notary Public for Oregon
My commission expires: 5/23/80

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BY-LAWS

OF

VISTA VIEW VILLAGE HOME OWNERS ASSOCIATION

NAME AND LOCATION. The name of the corporation is Vista View Village Home Owners Association, hereinafter referred to as the "Corporation." The principal office of the corporation shall be located at 6914 S.E. 72nd Ave., Portland, Oregon, but meetings of members and directors may be held at such places within the State of Oregon, County of Clackamas, as may be designated by the Board of Directors.

ARTICLE TWO

Section 1. "Association" shall mean and refer to Vista View Village Home Owners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Jay O. Oreste, Fred S. Farah, Afife A. Azar, Raji A. Azar and Michael J. Oreste, their successors and assigns if such successors and assigns should acquire more than the undeveloped lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded by the Office of the Clerk of Clackamas County, Oregon.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE THREE

MEETING OF MEMBERS

Section 1. Annual Meetings. Each regular annual meeting of the members shall be held at a date, time and place as determined by the Board of Directors, except it will not be held on a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the members of his Lot.

ARTICLE FOUR

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) Directors, who must be members of the Association.

Section 2. Term of Office. At the first annual meeting of the corporation the members shall elect one Director for a term of one year, one Director for a term of two years, and one Director for a term of three years; and at each annual meeting thereafter the members shall elect one Director for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE FIVE

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee. nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more

Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among Members of the Association.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE SIX

MEETINGS OF DIRECTORS

Section 1. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or any two Directors, after not less than three (3) days' notice to each Director.

Section 2. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act of decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE SEVEN

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(A) Adopt and publish rules and regulations governing the use of the Common Area and Facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(B) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(C) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(D) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors; and

(E) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(A) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(B) Supervise all Officers, Agents and Employees of this Association, and to see that their duties are properly performed;

(C) As more fully provided in the Declaration, to:
(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Have a right to place a lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same, or turn the past due assessment over to a collection agency for collection.

(D) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(E) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(F) Cause all Officers or Employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(G) Cause the Common Area to be maintained.

ARTICLE EIGHT

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The Officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other Officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of Officers shall take place at the First Meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

Section 7. Multiple Officers. The Offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other Officers except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the Officers are as follows:

President

(A) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall authorize all checks and promissory notes not specifically approved by a properly executed Agreement.

Vice-President

(B) The Vice-President shall act in the place instead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of him.

Secretary

(C) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board, including check signing in the absence of the Treasurer.

Treasurer

(D) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause a biennial audit of the Association books to be made by a public accountant or a special Audit Committee selected from the membership of the Association at the completion of each odd-numbered year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE NINE

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principle office of the Association, where copies may be purchased at reasonable cost.

ARTICLE TEN

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 8% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE ELEVEN

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Property Owners' Association.

ARTICLE TWELVE

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy. Said amendment, insofar as it applies to the Common Area, shall be subject to the prior approval of Clackamas County, Oregon.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE THIRTEEN

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin in the date of incorporation.