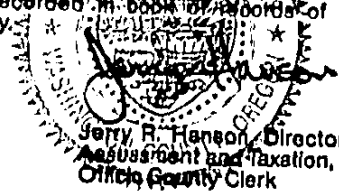


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STATE OF OREGON }
County of Washington } SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said County, do hereby certify that the within instrument of writing was received and recorded in 666 in records of said county.



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**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR OAKRIDGE ESTATES,
BOSA NORTH AND BOSA NORTH NO. 2**

By: Bosa (Oregon) Corporation

Dated: September 12, 1996

After recording, return to:

Randal A. Johnson
Foster Pepper & Shefelman
101 SW Main, Suite 1500
Portland, Oregon 97204

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**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR OAKRIDGE ESTATES
(BOSA NORTH AND BOSA NORTH NO. 2)**

THIS DECLARATION is made this 12th day of September, 1996 by Bosa (Oregon) Corporation, an Oregon corporation ("Declarant").

RECITALS:

A. Declarant is the fee owner of that certain real property located in Washington County, Oregon, that is legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Declarant hereby intends to create and impose these covenants, conditions, and restrictions for the ownership, operation, and maintenance of the Property.

NOW, THEREFORE, Declarant subjects the Property, together with any and all property which may be added to the Property pursuant to the provisions of this Declaration, to the covenants, conditions, and restrictions set forth below.

ARTICLE 1 INTRODUCTION

1.1 General Declaration. The covenants, conditions, and restrictions set forth in this Declaration shall run with and bind the Property, each Tract, Lot, and other division, if any, of the Property, Owners, Occupants, all other Persons, and the heirs, successors, and assigns of the Owners, Occupants, and such other Persons. These covenants, conditions, and restrictions shall run with the land and shall inure to the benefit of and be burdens upon Declarant and upon all Owners, Occupants, future Owners, and future Occupants.

1.2 Annexation of Other Property. At any time and from time to time prior to or after the Turnover Meeting, Declarant may annex all or a portion of any real property adjacent to the Property by recording a supplemental declaration identifying any such adjacent property in the Washington County Records. Upon such annexation, all provisions of this Declaration shall apply to the annexed property and it shall be a part of the Property. Property may be annexed for the purpose of providing additional Lots, additional Common Areas or both. Annexed property intended for additional Lots that has not been platted prior to annexation shall be considered a single Lot for the purpose of these Declarations until it has been platted.

ARTICLE 2 DEFINITIONS

2.1 "Architectural Control Committee" means the committee formed pursuant to Article 5.

2.2 "Association" means the Oakridge Estates Homeowners Association, formed pursuant to Article 3.1.

2.3 "Board" means the Board of Directors of the Association, elected pursuant to Article 3.4.

2.4 "Builder" means any Person engaged in the construction of a residential dwelling on any Lot for the purpose of selling or leasing the Improvements ultimately constructed on such Lot.

- 2.5 "Bylaws" means the Bylaws of the Association.
- 2.6 "Common Areas" means any property or interest therein (including easements) which is designated in any Plat as a common area or property that is intended to ultimately be transferred to the Association.
- 2.7 "Declarant" means Bosa (Oregon) Corporation, an Oregon corporation, and any Person succeeding to the responsibility of Declarant pursuant to a designation by Bosa (Oregon) Corporation or by any successor Declarant in a supplemental declaration recorded in the Washington County Records.
- 2.8 "Declaration" means this Declaration of Covenants, Conditions, and Restrictions for Oakridge Estates, as it may be further amended from time to time.
- 2.9 "Director" means a member of the Board.
- 2.10 "Improvements" means any improvement now or hereafter placed or constructed in, under, or upon the Property, including without limitation any building, road, driveway, parking area, fence, screening wall or barrier, retaining wall, stairs, deck, landscaping, and sign.
- 2.11 "Lot" means any parcel of land designated on the Plat as a Lot.
- 2.12 "Occupant" means the Person in lawful possession of all or any portion of a Lot.
- 2.13 "Owner" means the record owner of fee simple title to any Lot, unless such Lot is being sold pursuant to a land sale contract, in which case "Owner" means the contract vendee of such Lot. If more than one person is the record owner, all such persons shall be considered a single Owner, and each of them shall be referred to as a co-Owner.
- 2.14 "Oakridge Estates" means the Property as developed substantially in accordance with the Plat, as the same may be modified from time to time, and property annexed thereto in accordance with Article 1.2.
- 2.15 "Person" means any individual, association, corporation, partnership, or other legal entity.
- 2.16 "Phase I Plat" means the plat of Bosa North.
- 2.17 "Phase II" means that portion of the Property not included within the Phase I Plat.
- 2.18 "Plat" means the final plat or plats of the Property (or portions thereof) as recorded in the Washington County Records, and any amendments thereto.
- 2.19 "President" means the President of the Association.
- 2.20 "Property" means the real property identified in Recital A, and any property annexed to the Property pursuant to Article 1.2.
- 2.21 "Secretary" means the Secretary of the Association.
- 2.22 "Sold Lot" means a Lot that has been conveyed by the Declarant to any Person, including a Builder.
- 2.23 "Tract" means any parcel of land designated on the Plat as a Tract.

2.24 **"Turnover Date"** means the earlier of (i) the date on which Declarant holds title to no Lots within the Property, or (ii) the date on which Declarant elects, in its sole discretion, to relinquish control of the Association, as evidenced by a supplemental declaration recorded in the Washington County Records.

2.25 **"Turnover Meeting"** means the meeting of Declarant and the Board called for the purpose of passing control of the Association from Declarant to the Owners, which meeting shall be held pursuant to Article 3.6.

ARTICLE 3 OAKRIDGE ESTATES HOMEOWNERS ASSOCIATION

3.1 **Formation and Authority.** If not already formed, the Association shall be formed by Declarant as an Oregon nonprofit corporation within 180 days after the date this Declaration is recorded and shall be known as the Oakridge Estates Homeowners Association. Nothing in this Declaration shall be construed to prohibit or restrict the formation of subassociations within Oakridge Estates.

3.2 **Membership.** Each Owner, by virtue of being an Owner and so long as such Owner continues in that capacity, shall automatically be a member of the Association. Each membership in the Association shall be appurtenant to the Lot owned by an Owner. Upon transfer of an Owner's interest, membership in the Association shall automatically transfer to the new Owner.

3.3 **Duties and Powers of the Association.** The Association shall have all requisite power, duty, and authority to perform its obligations under this Declaration, including without limitation the power, duty and authority to enforce the provisions of this Declaration and to acquire and pay for, out of the common fund provided by assessments pursuant to Article 4, all goods and services necessary or appropriate for the proper functioning of the Association in accordance with this Declaration. Without limiting the generality of the foregoing or the other provisions of this Declaration, the Association shall have the power, duty, and authority, subject to the other provisions of this Declaration, to undertake the following actions:

3.3.1 Determine the amounts necessary or appropriate for the performance by the Association of its powers and duties under this Declaration.

3.3.2 Impose and collect annual and special assessments from the Owners.

3.3.3 Maintain bank accounts on behalf of the Association and designate the signatories for those accounts.

3.3.4 File all required income tax returns.

3.3.5 Enforce by legal means the provisions of this Declaration.

3.3.6 Own, maintain, and repair the Common Areas and the Improvements thereon, build Improvements on the Common Areas, and establish one or more reserve funds for such purposes.

3.3.7 Promulgate, modify, and rescind rules and regulations governing the use of the Common Areas, and all Improvements on the foregoing, as well as the Property generally.

3.3.8 Obtain such policies of insurance as the Board may from time to time deem appropriate for the protection of the Association, and the Common Areas and the Improvements thereon. Such policies shall be written, maintained and administered as follows:

(a) A policy or policies of fire insurance with the extended coverage and special form endorsements, for the full insurable replacement value, if available, of any structures on Common Areas.

(b) A policy or policies insuring the Association, its Board and the Owners individually, against any liability to the public or the Owners and their invitees or tenants, incident to the ownership, supervision, control or use of the Common Areas. Limits of liability under such insurance shall be not less than \$500,000 per occurrence for bodily injuries and property damage liability. Such limit and coverage shall be reviewed at least annually by the Board which may increase the limit of and/or coverage, in its discretion. Such policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsements wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

(c) The Board may obtain and maintain a fidelity bond naming such persons as may be designated by the Board as principals and the Association and the Owners as obligees, for the amount determined by the Board, and may require that all officers and employees of the Association handling or responsible for Association funds obtain adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

The Association shall not be responsible for any loss or damage to real or personal property of any Owner, whether stored in the Common Areas or on the Owner's Lot or living unit, nor shall the Association maintain any insurance coverage for such loss.

3.3.9 Compensate the President, the Secretary, and the members of the Architectural Control Committee, as determined by the Board.

3.3.10 Contract for such services (including without limitation legal and accounting services) as may be necessary or appropriate to manage the affairs of Oakridge Estates and the Association properly and in accordance with this Declaration, whether the personnel performing such services are employed directly by the Association or by a manager or management firm or agent retained by the Association.

3.3.11 Appoint such committees as the Board may determine from time to time to be appropriate to assist in the conduct of the affairs of the Association and delegate to any such committee such authority as the Board may deem appropriate, subject in all cases to the provisions of the Declaration and the Bylaws. Notwithstanding the foregoing provisions of this Article 3.3.11, the Architectural Control Committee shall in all events be formed as provided in and shall have the authority granted by Article 5 and other applicable provisions of this Declaration.

3.3.12 At its discretion, to enter into agreements with others for any purpose in furtherance of the purposes of the Association, including, without limitation, the joint use and maintenance of any of the Common Areas.

3.4 Board of Directors. The Association shall act through a Board of Directors. Prior to the Turnover Meeting, Declarant shall select all Directors. During the period when Declarant is selecting the Directors, Declarant may also determine the number of Directors, which may be different than the number set forth in the Bylaws. From and after the Turnover Meeting, the number of Directors shall be as set forth in the Bylaws. From and after the Turnover Meeting, a person must be an Owner of a Lot, or an officer, director, or agent of a corporation or partnership that is the Owner of a Lot, to serve as a director. A director whose qualification is subsequently lost shall be deemed to have resigned as of the date that qualification is lost.

3.5 Terms of Initial Directors. Subject to the provisions of Article 3.6, Directors selected by Declarant pursuant to Article 3.4 shall serve at the pleasure of Declarant.

3.6 Turnover Meeting. The Turnover Meeting shall be called by Declarant and held within 90 days after the Turnover Date. Declarant shall give written notice of the time and place of the Turnover Meeting to each Owner at the mailing address of each Owner's Lot. Declarant's notice shall be given at least 30 but not more than 60 days prior to the date of the Turnover Meeting. At the Turnover Meeting, the following shall occur:

- (a) The Directors selected by Declarant, the President, and the Secretary shall each resign.
- (b) The Owners shall elect a new Board;
- (b) The new Board shall elect a President and a Secretary; and
- (c) Declarant shall deliver to the new Board all of the Association's property in Declarant's possession, including without limitation all books and records, funds, tangible personal property, insurance policies, and contracts to which the Association is a party.

3.7 Officers of the Association. The officers of the Association shall be the President and the Secretary, both of whom shall be elected by the Board. The same person shall not concurrently hold the offices of the President and Secretary. The Board may designate such additional officers as it deems appropriate. The election, duties, compensation, and removal of the officers shall be set forth in the Bylaws.

3.8 Limitation of Liability. The civil liability of a "qualified director" (as hereinafter defined) for the performance or nonperformance of his or her duties shall be limited to gross negligence or intentional misconduct. For purposes of the preceding sentence, a "qualified director" is an individual who serves without compensation (for his or her personal services) as an officer, director or executive board member of the Association for the purpose of setting policy and controlling or otherwise overseeing the activities or functional responsibilities of the Association. Receipt of payment for actual expenses incurred in attending meetings or performing duties shall not be considered compensation for personal services.

3.9 Indemnification of Directors, Officers, Employees and Agents. The Association shall indemnify any Director, officer, employee, or agent who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by the Association), by reason of the fact that he or she is or was a Director, officer, employee, or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise. This indemnification shall cover expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such suit, action, proceeding, or appeal therefrom, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe that the person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not meet the standard of conduct described above. Payment under this clause may be made during the pendency of such claim, action, suit, or proceeding as and when incurred, subject only to the right of the Association to seek reimbursement of any such payment, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee, or agent shall have a right of contribution over and against all other Directors, officers, employees, or agents and members of the Association who participated in or benefited from the acts which created such liability. Notwithstanding any other provision of this Article, the Association shall not indemnify any Director, officer, employee or agent (i) who, in a

proceeding by or in the right of the Association, is adjudged liable to the Association, or (ii) who, in any other proceeding alleging receipt of improper benefits, is adjudged liable on the basis that personal benefits were improperly received by him or her.

ARTICLE 4 ASSESSMENTS

4.1 Annual Assessments. Subject to the requirements set forth in this Article 4, the Association shall have the authority to levy annual assessments to pay all expenses associated with the Association's powers, duties, and responsibilities under this Declaration, as well as to pay all property taxes, lighting, insurance, maintenance, and other expenses incurred with respect to the Common Areas and the Improvements thereon. The Association shall bill each Owner for such Lot's share of the annual assessments (determined in accordance with this Article 4) on an annual, quarterly, or monthly basis, as the Board may determine. Each Owner shall pay any such assessment within 30 days after the date of billing. The amount of the annual assessments may be based upon estimates of the expenses to be incurred, including the establishment and maintenance of reasonable reserves.

4.2 Special Assessments. In addition to annual assessments pursuant to Article 4.1, the Association may levy special assessments to pay the cost of any construction, reconstruction, repair, or replacement of any Improvements in or to the Common Areas or for any other purpose deemed appropriate by the Board. Special assessments shall be billed to the Owners at such time as the Board may determine.

4.3 Allocation of Assessments. Generally, assessments shall be allocated at a uniform rate per Lot assessed, as follows:

4.3.1 Allocation to Sold Lots. Except as provided below, and subject to Article 4.3.3, each annual or special assessment shall be divided by the number of Sold Lots on the date of the assessment, and the quotient shall be the assessment allocated and assessed to each Sold Lot.

4.3.2 Changes in Number of Sold Lots. If a change in the number of Sold Lots occurs after assessments have been made but during the time period to which the assessments relate, the Board may, in its discretion, make a special assessment upon the Lots that have become Sold Lots for their prorated portion of the assessment, and credit the other Sold Lots accordingly. For purposes of this Declaration, a Lot shall be considered to become a Sold Lot on the first day of the first month after the month in which the events occur which cause it to become a Sold Lot.

4.3.3 Limitations on Annual Assessments. The allocation of assessments made pursuant to Articles 4.3.1 and 4.3.2 shall be subject to the following limitations:

(a) The assessments allocated to the Sold Lots in any calendar year shall first be limited to the greater of (i) \$250 times the number of Sold Lots, or (ii) two percent of the estimated value of the Sold Lots (excluding improvements thereon).

(b) The portion of any assessments that cannot be allocated to Sold Lots shall then be allocated to all other Lots, divided uniformly among them in similar fashion as provided in Articles 4.3.1 and 4.3.2, until similar limits as set forth in (a) have been reached.

(c) The foregoing notwithstanding, annual assessments allocated to a Sold Lot for the first two years following the time it becomes a Sold Lot shall not exceed \$120.

4.3.4 Individual Assessments. The Association may assess an Owner individually for common expenses incurred through such Owner's fault, direction, or failure to perform the obligations imposed on Owners by this Declaration, the Bylaws, or any other rules and regulations of the Association. Further, an Owner shall be

assessed individually for fines, charges, and expenses incurred by the Association in the process of collection of assessments or enforcement of this Declaration, or the Bylaws, or rules and regulations of the Association.

4.4 Excess Accumulations. If the Board determines that the Association has accumulated funds in excess of its needs, the Association may, at the discretion of the Board, use the excess to reduce subsequent assessments or distribute such excess to the Owners. If the Board elects to distribute the excess, the amount of the excess to be distributed shall be divided by the number of Lots on the date of the determination, and the quotient shall be distributed to the Owner of each Lot.

4.5 Records of Assessments. The Association shall maintain records of assessments, of any other income received by the Association, and of all disbursements made. The Board may at any time and from time to time require that an audit of the Association's records be performed at the expense of the Association. The results of any such audit may be presented at any meeting of the Board. Any Director may, at the Association's expense and at any reasonable time, copy any Association records reasonably necessary to the performance of such Director's duties. Any Owner shall have the right to inspect Association records at any reasonable time, after reasonable notice to the Secretary. Any Owner may copy Association records at such Owner's expense.

4.6 Enforcement. In the event that any assessment, or any expense due pursuant to Article 6 or 9, is not paid within 30 days after the date of billing, the unpaid amount shall thereafter bear interest from the date first due until paid in full at the rate of 12 percent per annum. In addition to all other rights and remedies available by law or provided herein, the Association shall also be entitled to impose a late charge with respect to any such unpaid amount equal to 5 percent thereof, to reimburse the Association for its administrative and other expenses incurred as a result of the Owner's failure to pay the assessment or expense when due. The Association shall have a lien against such Owner's Lot in the amount of all assessments levied against the Lot, all collection costs (including reasonable attorney fees) incurred by the Association, and interest and late charges provided for in this Article 4.6, and any additional amounts due from the Owner of the Lot in question. Subject to the provisions of Article 4.8, any such lien shall bind and run with the Lot in question until paid in full. The Association shall follow the provisions regarding the attachment, notice, recordation and duration of liens established for real property under ORS 87.352 to 87.383 and provisions regarding the foreclosure of liens under ORS Chapter 88, except that, notwithstanding ORS 87.376, a lien for an unpaid assessment shall continue in force and the suit to foreclose need not be commenced for a period of three years from the date of the particular unpaid assessment became due. In any such foreclosure suit, the Owner shall be required to pay reasonable rental for the Lot. The plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect the rent. The Board, acting on behalf of the Association, shall have the power to bid on the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same, on behalf of the Association. In any action to foreclose any such lien, any judgment rendered against the Owner of the Lot in question and in favor of the Association shall include such amount as the court may adjudge reasonable as attorneys' fees and costs and expenses reasonably incurred in the preparation for the prosecution of such action, at trial and on any appeal, in addition to all other amounts provided by law. In addition, the association shall have the right to bring an action to obtain a money judgment against the Owner or Occupant. Owners who fail to pay assessments when due shall be obligated to pay reasonable fees and costs including, but not limited to, attorneys' fees incurred in connection with the Board's efforts to collect the delinquent or unpaid assessments, whether or not suit or action is commenced. In the event the Board commences suit or action for the collection of any amounts due or to seek damages or enforcement of any provision of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto, the defendants, jointly and severally, will be liable for the costs of such suit or action, including reasonable attorneys' fees to be fixed by the court or courts, both at trial and on appeal, in addition to all other sums or obligations.

4.7 Personal Obligation. Each assessment or charge levied pursuant to the provisions of this Declaration shall be a separate and personal obligation of the Owner of the Lot against which the assessment or charge is levied. The sale, transfer, or conveyance of a Lot shall neither release nor discharge the Owner thereof from such personal liability, nor shall such a sale, transfer, or conveyance extinguish any lien placed on such Lot.

4.8 Subordination. Notwithstanding any other provision of this Declaration, any lien imposed on a Lot under this Article 4 shall be and remain at all times inferior, junior, and subordinate to the lien of any first mortgage or deed of trust given to an institutional lender encumbering such Lot. Without limiting the generality of the foregoing, the sale or transfer of any Lot under a decree of foreclosure pursuant to any such first mortgage or deed of trust, or proceeding in lieu of foreclosure, shall extinguish any lien imposed on such Lot hereunder prior the date of sale or transfer. Upon 20 days prior written request, the Association shall execute and deliver such reasonable documentation as any Lot Owner may request to confirm or evidence the provisions of this Article 4.8.

ARTICLE 5 ARCHITECTURAL AND DESIGN CONTROL

5.1 Establishment of the Architectural Control Committee. On or prior to the Turnover Meeting, the Architectural Control Committee (the "ACC") shall be established to review and approve or disapprove plans, specifications, and design of all construction and landscaping for new homes within Oakridge Estates, and all changes, additions, or modifications thereto, pursuant to Articles 5.2 and 5.3. Following the Turnover Meeting, the ACC shall consist of three or five members (as determined by the Board from time to time) appointed, removed, and replaced by the Board, at least one of whom shall be an architect, engineer, or contractor or shall have such other similar qualifications as the Board may deem appropriate. The members of the ACC shall be compensated by the Association in such amount, if any, as may be determined from time to time by the Board. Until the Turnover Meeting, Declarant shall have full power and authority to act as the ACC in accordance with the provisions of this Article 5.

5.2 Architectural and Design Review.

5.2.1 Generally. No Improvement of any kind shall be commenced, erected, placed, or altered on any portion of the Property unless such Improvement is in conformance with this Article 5.2 and until plans and specifications showing the nature, kind, shape, height, material, color, and location of such Improvement are submitted to and approved by the ACC pursuant to the provisions of Article 5.3. All such Improvements shall be erected and altered in conformance with all applicable governmental laws, ordinances, rules, and regulations, and with the requirements set forth in this Article 5.2. To the extent applicable governmental laws, ordinances, rules, and regulations are in conflict with such requirements, the more restrictive standards shall control.

5.2.2 Design Guidelines. The ACC shall have the authority to promulgate and issue, and thereafter to amend from time to time, design guidelines that supplement and interpret, but are consistent with those set forth in this Article 5.2. Such guidelines shall be supplied in writing to all Owners, shall be fully binding upon all Owners as if set forth in this Declaration, and shall be applied by the ACC in reviewing and approving or denying proposed Improvements. Without limiting the generality of the foregoing, the ACC shall have the authority to include in any such guidelines, among such other provisions as the ACC may deem appropriate, height restrictions with respect to Improvements to be constructed on the Property or any portion thereof, requirements and restrictions with respect to exterior lighting in addition to those set forth in this Declaration, requirements regarding parking and landscaping in addition to those set forth in this Declaration, signage restrictions, and requirements to be met in connection with construction activities on the Property or any portion thereof. Any requirements or restrictions set forth in the design guidelines need not relate to all components of the Property if the ACC determines that only certain portions of the Property should be affected.

5.2.3 Dwelling Size. The dwelling constructed on a Lot shall not exceed two (2) stories in height above the basement or crawlspace, and must contain a private garage for not less than two (2) automobiles. The area of a one story dwelling, exclusive of open porches and garages, shall not be less than 1,800 square feet. A two story dwelling shall not be less than 2,000 square feet.

5.2.4 Exterior Finish. The exterior of the Improvements on all Lots, including, without limitation, the roof, materials, and the color thereof, shall be subject to the approval or disapproval of the ACC and shall be designed, built, and maintained so as to be compatible with the natural surroundings, existing structures, and

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landscaping within Oakridge Estates. Roofing material shall be cedar shingle, shake, tile, or composition staggered shake shingle of high density with at least a 25-year guarantee, the color of which shall be approved by the ACC. Exterior trim, doors, railings, decks, eaves, and gutters, and the exterior finish of garages and other accessory buildings, including, without limitation, storage sheds, gazebos, and playhouses, shall be designed, built, and maintained so as to be compatible with the exterior of the structure they are part of or adjoin.

5.2.5 Exterior Lighting. Any exterior lighting which is visible from any Lot or street, or any part of the Common Area, shall be compatible with its surroundings and approved by the ACC prior to installation. No lighting shall produce excessive glare or excessive illumination or unreasonably interfere with the use of any other portion of the Property. No flashing or blinking lighting shall be permitted, other than Christmas lighting during the holiday season.

5.2.6 Fences. All fences and all fence finishes shall be approved by the ACC prior to installation. All approved fences shall be well-constructed of suitable fencing materials, shall be finished on both sides by the Person constructing the fence, shall not exceed six feet in height, shall not detract from the appearance of any nearby building, and shall not extend on the side lot lines beyond the building line with the greatest setback on the Lot or the adjoining Lot nor be closer than five (5) feet from the edge of a sidewalk.

5.2.7 Hedges, Etc. No hedges or other plantings along the boundaries of any Lot shall be permitted without the prior approval of the ACC.

5.2.8 Tree Removal. No trees may be removed from any Lot without the prior approval of the ACC. Each Owner shall supply to the ACC, together with the plans and specifications for any proposed Improvements, a drawing showing the intended location of such Improvement on such Owner's Lot and of all trees thereon, so that necessary tree removal can be readily determined.

5.2.9 Service Facilities. Clotheslines, waste facilities, storage facilities, and other service facilities shall be screened so as not to be visible from the street, adjacent property, or any Common Area.

5.2.10 Antennae. No exterior radio, television, or telecommunication towers, antennae, satellite dishes, or other exterior transmission or receiving devices shall be allowed without the prior approval of the ACC.

5.2.11 Utilities and Equipment. All utility lines shall be underground. Pad-mounted transformers, switch-gears, and similar equipment which must be installed above ground and all service equipment such as meters, generators, mechanical duct work, piping, and HVAC equipment shall be screened with suitable landscaping or walls of design and material compatible with those of the adjacent buildings.

5.2.12 Excessive Ornamentation. No excessive ornamentation in landscaping will be allowed in areas visible from the street or adjacent properties. Excessive ornamentation may include driftwood, statues, animal skulls, wagon wheels, windmills, and others as determined by the ACC.

5.3 Design Review Procedure

5.3.1 Submission of Plans. Prior to the commencement, erection, placement, or alteration of any Improvement on any Lot, the Owner shall submit plans and specifications to the ACC in accordance with such procedures as the ACC may establish from time to time. All plans and specifications shall conform to any specific requirements set forth in the design guidelines promulgated pursuant to Article 5.2.2 and shall provide sufficient detail to enable the ACC to determine whether the proposed Improvement is in conformance with the applicable requirements set forth in this Article 5 and in such design guidelines. Such plans and specifications shall be accompanied by the Owner's payment of such reasonable fee as may be fixed by the Board from time to time to cover costs of the design

review process. The Owner shall also supply any additional information reasonably requested by any member of the ACC. The ACC shall review the information and plans submitted and shall, within 30 days after submission of all information requested by any member of the ACC, notify the Owner in writing of its approval or disapproval of the proposed Improvement. If the ACC fails to give notice of its decision within such 30-day review period, the proposed Improvement shall be conclusively presumed to be approved as submitted.

5.3.2 Approval. The ACC may approve a proposed Improvement as submitted or may impose specific conditions which must be met before approval will be granted. A decision by a majority of the members of the ACC shall constitute a decision of the ACC.

5.3.3 Commencement of Work. As soon as practicable after the receipt of approval by the ACC, if the Owner elects to proceed with the Improvement, the Owner shall satisfy any and all conditions of such approval, shall secure all necessary governmental permits and approvals, and shall commence construction of the approved Improvement. The ACC's approval of any proposed Improvement shall automatically be deemed revoked 180 days after issuance unless construction of the Improvement has commenced or the Owner has applied for and received an extension of time from the ACC.

5.3.4 Completion of Work. Any approved Improvement shall be completed within 270 days after the date of commencement of construction; provided, however, that if the construction of any approved Improvement is delayed by causes beyond the reasonable control of the Person constructing such Improvement, the period within which construction must be completed shall be extended by the number of days construction is so delayed. In all cases, landscaping shall be completed within 30 days after substantial completion of associated Improvements. Promptly after completion of any Improvement, the Owner shall give written notice of completion to the ACC. Within 30 days after the effective date of such notice or at any time that the ACC has reason to believe that an Improvement has been completed, the ACC shall inspect the completed Improvement and give written notice to the Owner of any respects in which the completed Improvement fails to conform to the plans therefor as approved by the ACC. The ACC shall specify in any such notice a reasonable period, which shall be not less than 30 days, during which the Owner may remedy the nonconformance. If the ACC fails to give a notice of nonconformance with 30 days after the effective date of a notice of completion, the Improvement shall be conclusively presumed to be approved as completed.

5.3.5 ACC Discretion. The ACC, in its sole discretion, may withhold approval of any proposed Improvement if the ACC finds that the proposed Improvement would be inconsistent with the provisions of Article 6 or would be incompatible with the design standards for Oakridge Estates, as set forth in this Article 5 and in the design guidelines promulgated pursuant to Article 5.2.2. Considerations such as siding, shape, size, color, design, height, impairment of the view from other parts of the Property, solar access, and other effects on the enjoyment of other parts of the Property, including, without limitation, the Common Areas, as well as any other factors which the ACC believes to be relevant, may be taken into account by the ACC in determining whether or not to approve any proposed Improvement. The ACC, in its sole discretion, may, upon application, waive any provision of the Article 5 if it finds that the application of such provision results in unnecessary hardship to the affected Owner and that strict application is not necessary for the furtherance of the objective to create an attractive development.

5.3.6 No Liability. Neither the ACC, nor any member thereof, nor the Association shall be liable to any Owner, Occupant, Builder, or other Person for any damage or loss suffered or claimed as a result of any action or failure to act on the part of the ACC or any member thereof, so long as the ACC or such member has acted in good faith based on actual knowledge.

5.3.7 Nonwaiver. Approval or disapproval by the ACC of any matter proposed to it or within its jurisdiction shall not constitute a precedent or waiver or impair in any manner whatsoever the right of the ACC to grant or withhold approval as to any similar matter thereafter proposed or submitted to it for approval.

5.3.8 Estoppel Certificate. Within 20 days after receipt of a written request from any Owner, and the payment by such Owner of such reasonable fee as may be fixed by the Board from time to time to cover costs, the ACC shall provide such Owner with an estoppel certificate executed by a member thereof, certifying with respect to the Lot(s) owned by such Owner that, as of the date of the certificate, either (i) all Improvements on such Lot(s) comply with this Declaration, or (ii) such Improvements do not so comply, in which event the certificate shall also identify the noncomplying Improvements and state with reasonable particularity the nature of such noncompliance. Any purchaser from an Owner, and any mortgagee or other encumbrancer, shall be entitled to rely upon any such certificate as to the matters set forth therein, such matters being conclusive among Declarant, the ACC, the Association, all Owners, and such purchaser, mortgagee, or other encumbrancer.

ARTICLE 6 PROPERTY USE AND RESTRICTIONS

6.1 Improvements Permitted. No Improvement shall be erected or permitted to remain on any Lot except Improvements consisting of or containing one residence and Improvements normally accessory thereto. The provisions of this Article 6.1. shall not be construed to prohibit construction of a private greenhouse, storage unit, private swimming pool, or structure for the storage of a boat, camping trailer, and/or recreational vehicle, so long as any such Improvement has been approved by the ACC and is otherwise in conformance with this Declaration and applicable governmental requirements.

6.2 Residential Use. Except as provided in this Article 6.2, Lots shall be used solely for residential purposes. Without limiting the generality of the foregoing, 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 such Lot, other than with the prior approval of the Board. Nothing in this Article 6.2 shall be deemed to prohibit or limit (i) activities relating to the sale or rental of residential units, (ii) the right of Declarant or any Builder to construct residential units on any Lot, to store construction materials and equipment on any such Lot in the normal course of construction, or to use a residence as a sales office or model home for purposes of sales in Oakridge Estates; or (iii) the right of any Owner to maintain an office, provided that the same complies with all applicable local or state rules concerning such use and does not involve excessive noise, waste, vehicle traffic, or parking of commercial vehicles, as determined by the Board, and complies with all other requirements set forth herein. The Board shall not approve any activity otherwise prohibited by this Article 6.2 unless the Board determines that only normal residential activities would be observable outside the residential unit in question and that the activity would not violate applicable law.

6.3 Limitations on Use

6.3.1 Offensive Activities. No noxious or offensive activity shall be carried on in Oakridge Estates, nor shall anything be done or placed upon any Lot or Tract which interfaces with or jeopardizes enjoyment of other Lots or the Common Areas.

6.3.2 Animals. No animals of any kind shall be raised, kept, or permitted within Oakridge Estates; provided, however, that each Owner and Occupant may keep 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.

6.3.3 Parking. Parking of boats, trailers, recreational vehicles, trucks, campers, motorcycles, and similar equipment in excess of three-quarters of a ton in weight shall not be allowed on any Lot, or any street adjacent thereto, except within an enclosed garage or screened behind a six (6) foot fence which prevents the vehicle or equipment therein from being seen from any other Lot, any Common Area, or any street within the Property, and the construction of which has been reviewed and approved by the ACC pursuant to Article 5.

6.3.4 Vehicles in Disrepair. No Owner or Occupant shall permit any vehicle which is in an extreme state of disrepair (as reasonably determined by the Board) or which is under repair to be abandoned or to

remain parked on any Lot for a period in excess of 48 hours. If an Owner or Occupant fails to remove such a vehicle within 5 days after notice from the Association, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner of the Lot as provided in Article 9.

6.3.5 Rubbish and Trash. No Lot nor any part of the Common Areas 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, dirt, and other material resulting from landscaping work shall not be dumped onto streets or the Common Areas. In the event an Owner or Occupant fails to remove any trash, rubbish, garbage, yard rakings, or other waste material from such Owner's or Occupant's Lot (or from any street or the Common Areas if deposited thereon by such Owner or Occupant) within 5 days after notice from the Association, the Association may have such waste removed and charge the expense of such removal to the Owner of the Lot as provided in Article 9.

6.3.6 Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be permitted or used in Oakridge Estates at any time as a residence either temporarily or permanently.

6.3.7 Improvements in the Common Areas. No Improvement of any type shall be erected or maintained by any Owner or Occupant so as to trespass or encroach upon the Common Areas.

6.3.8 Signs. No signs of any kind shall be displayed to the public view on any Lot or in the Common Areas except temporary placement of "political" signs or signs advertising that Lot for sale or rent, provided that such signs do not exceed four (4) square feet, or signs used by Declarant or a Builder to market the Lots.

6.4 Landscaping and Maintenance. Each Owner and Occupant shall maintain such Owner's or Occupant's Lot, and the Improvements thereon, in good maintenance and repair, at such Owner's or Occupant's expense. Required maintenance and repair shall include, without limitation, (i) maintenance of all parking areas, private drives, curbs, and walkways in a clean and safe condition, including cleaning and repairing as often as is necessary; (ii) maintenance of landscaping in an attractive, neat, orderly, trimmed, and cut condition at all times, free of brush, weeds, and debris; (iii) cleaning, maintenance, and revamping of any external lighting fixtures; and (iv) maintenance of building exteriors in an attractive and neat condition at all times. In addition, each Owner and Occupant shall maintain in good condition and repair the sidewalks, street trees, and grass and other landscaping. If the Board determines that maintenance and repairs are not conducted as required pursuant to this Declaration, the Association may conduct the necessary repairs or maintenance as provided in Article 9.

6.5 Correction of Violations. If any Owner or Lot is in violation of any of the provisions of this Article 6, the Board may give notice thereof to the Owner, specifying in reasonable detail the nature of the violations. If the violation is not corrected within 30 days, the Board may cause the violations to be corrected, and charge the cost thereof to the Owner.

ARTICLE 7 COMMON AREAS AND EASEMENTS

7.1 Common Areas. The Common Areas shown on the Phase I Plat as Tracts A, B, C, D, and E shall be conveyed to the Association or other entity as determined by Declarant not later than the Turnover Meeting. The Common Area shown on the Phase I Plat as Tract F shall be held by Declarant and conveyed to Tualatin Hills Park and Recreation District at such time as the Property is annexed into said District, or to such other civic, charitable, or governmental organization or entity as may be determined by Declarant in its discretion, or to the Association. All other Common Areas, including those located in Phase II, shall be conveyed by Declarant not later than the time that Declarant holds title to no Lots within the Property. Every Owner and Occupant, and all invitees and guests of all Owners and Occupants, shall have a nonexclusive right and easement to use and enjoy the Common Areas, which right and easement shall be appurtenant to and shall run with the Property and all Lots therein. Such right and easement shall be subject to the Association's right to promulgate rules and regulations governing the use of

the Common Areas. The Association shall maintain and repair the Common Areas, subject to the Owner's obligations to pay their allocable shares of the cost of such maintenance and repair in accordance with Article 4.

7.2 Utility Easements. The Association shall have the right to grant nonexclusive easements and rights of way over the Common Areas for the purpose of installing, maintaining, repairing, and replacing public utility lines, services, and facilities reasonably necessary to serve any of the Property. Easements for installation and maintenance of utilities, drainage facilities, or other improvements are identified or reserved as shown on the recorded Plat, and the Lots affected by such easements shall be subject to all the terms and conditions thereof in the recorded documents creating the same or as set forth on the Plat. Within these easements, no structure shall be placed or permitted to remain which may cause damage to or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The Owner of the Lot encumbered by such an easement shall maintain the easement area at his own expense, except for improvements for which a public authority or utility is responsible; provided, however, that this requirement shall not operate to prevent the Owner from requiring any other person to maintain the easement area, if such other person is otherwise required to do so.

7.3 Future Improvements. The Association shall have the right to make further Improvements in or of the Common Areas and to expand or replace any Improvements in the Common Areas.

7.4 Maintenance of Common Areas. The Association shall at all times maintain the Common Areas and all Improvements now or hereafter placed thereon in good condition and repair, except for such maintenance obligations that are the responsibility of or that have been assumed by any public authority or utility.

ARTICLE 8 RESERVATION OF RIGHTS

Notwithstanding anything herein to the contrary, Declarant hereby expressly reserves all of the following rights:

8.1 Change in Lots. To change, by amendment of the Plat or otherwise, the boundaries or configuration of any of the Lots then owned by Declarant, or any restrictions affecting the same.

8.2 Change in Common Areas. Until the Common Areas have been conveyed to the Association as provided herein, to make any change, by amendment of the Plat or otherwise, to the boundaries of any of the Common Areas, to convert any of the Common Areas to additional Lots, or to remove any portion of the Common Areas from Oakridge Estates and retain ownership thereof for its own purposes, or to change the design layout or features of any of the Common Areas or the Improvements to be constructed thereon.

8.3 Construction of Improvements. To construct Improvements on any of the Common Areas. If such improvements are for the use of the Association, use of the same shall be governed by rules and regulations promulgated by the Association.

8.4 Platting. To subdivide, by recording a plat thereof, Phase II of the Property, and any property hereafter annexed to the Property.

8.5 Model Homes and Sales Offices. To use any Lot or Improvements thereon owned by Declarant for purposes of the development of Oakridge Estates and the sale of Lots therein, including, but not limited to, the maintenance of model homes, sales offices, and administrative offices, together with the right to place signs on such Lots or in the Common Areas advertising Lots and Improvements for sale in Oakridge Estates.

ARTICLE 9 RIGHT OF ENTRY

Declarant, the Association, the ACC, and any representative of any of the foregoing shall have the right to enter upon any Lot (i) to clean or maintain landscaping, parking areas, driveways, exterior lighting fixtures,

and buildings; (ii) to inspect any Lot prior to, during, or upon the completion of construction of Improvements thereon; (iii) to remove, demolish, replace, alter, repair or otherwise correct any Improvement which is placed on any Lot without the prior approval of the ACC pursuant to Article 5 or which is constructed or installed in a manner inconsistent with the terms of the ACC's approval therefor pursuant to Article 5; (iv) to enforce the provisions of this Declaration, including the investigation of reported violations; or (v) for any other purpose permitted under this Declaration. No entry on any Lot pursuant to this Article 9 shall be deemed a trespass or otherwise create any right of action in the Owner or Occupant of such Lot.

ARTICLE 10 GENERAL PROVISIONS

10.1 Duration. These covenants, conditions, and restrictions shall run with the land and bind, benefit, and burden in perpetuity the Property, all Owners and Occupants, and the lessees, invitees, and guests of all Owners and Occupants.

10.2 Severability. In the event any provision of this Declaration is determined to be invalid or unenforceable, that determination shall not affect the validity or enforceability of any other provision or of the same provision to a different situation.

10.3 Amendment. The Declarant may amend this Declaration or the Bylaws of the Association in order to comply with the requirements of the Federal Housing Administration, the United States Department of Veterans' Affairs, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Corporation, any department, bureau, board, commission or agency of the United States or the state of Oregon, any lender that is financing any portion of the Declarant's development of Oakridge Estates, or any title insurance company which is insuring the title of Oakridge Estates or any of the Lots. However, if the Declarant desires to make such amendment after the Turnover Meeting, the amendment must first be approved by the Board. In addition, this Declaration may be amended at any time and from time to time by the affirmative vote of 75 percent or more of the Owners.

10.4 Enforcement. The Association and each Owner shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens, and charges now or hereinafter imposed pursuant to any provision of this Declaration by any appropriate proceeding at law or in equity. Any remedies specifically provided herein are nonexclusive and cumulative and are in addition to all other remedies available to the Association and the Owners at law or in equity. In such proceedings, the prevailing party shall be entitled to recover its reasonable attorney's fees as set by the court or courts at trial and on any appeal.

10.5 Non-Waiver. Any failure of the Declarant, the Association, or any Owner to enforce a covenant, condition, or restriction contained in this Declaration shall not be deemed to constitute a waiver of the Association's or any Owner's right to enforce that or any other covenant, condition, or restriction contained in this Declaration.

10.6 Declarant Not Liable. Neither Declarant nor Declarant's successors or assigns shall be liable to any Owner, Occupant, or to any other Person for its enforcement or failure to enforce any provision of this Declaration. Each Owner and Occupant, by acquiring any interest in or occupying any portion of a Lot, agrees not to bring any action or suit against Declarant or any successor or assign of Declarant to recover any such damages or to seek any other relief (including, without limitation, equitable relief) by reason of any such enforcement or failure to enforce any provision of this Declaration, and agrees to defend, indemnify, and hold harmless Declarant and Declarant's successors and assigns from any claim, loss, damage, cost, or expense (including, without limitation, reasonable attorneys' fees) arising out of the use, operation, ownership, occupancy, or condition or state of repair of any portion of a Lot or the Property owned by such Owner or occupied by such Occupant, including the Common Areas.

EXHIBIT A

BOSA NORTH AND BOSA NORTH NO. 2

PROPERTY DESCRIPTION

A tract of land situated in the S.W. 1/4 of Section 21, T.1 N., R.1 W., W.M., Washington County, Oregon, being more particularly described as follows:

Commencing at a found brass disk at the west one-quarter corner of said Section 21, said point also being in the centerline of N.W. Laidlaw Road (Co. Rd. 1074);

thence, along said centerline North $86^{\circ}27'29''$ East, 108.72 feet, to its intersection with the easterly Bonneville Power Administration (hereinafter called B.P.A.) right-of-way, per Deed Book 198, Page 394, Washington County Deed Records, said intersection point being the True Point of Beginning for this description;

thence, North $01^{\circ}12'46''$ East, 33.11 feet to the northerly right-of-way of said Laidlaw Road;

thence, along said northerly right-of-way, (being parallel with and 33.00 feet from when measured at right angles to said centerline) North $86^{\circ}27'29''$ East, 1073.86 feet;

thence, South $01^{\circ}20'54''$ West, 33.12 feet to said centerline;

thence, along said centerline, North $86^{\circ}27'29''$ East, 87.52 feet;

thence, along the arc of a 334.27 foot radius curve to the left, through a central angle of $10^{\circ}04'40''$ (chord bears North $81^{\circ}25'09''$ East, 58.72 feet) an arc length of 58.79 feet;

thence, leaving said centerline, South $01^{\circ}20'54''$ West, 664.08 feet to a found 2" iron pipe at the initial point of "WILDWOOD NO. 2" per Book 17, Page 28, Washington County Plat Records, said point also being on the south line of the John Brugger D.L.C. No. 49;

thence, along said D.L.C. line, South $89^{\circ}35'03''$ East, 1356.48 feet to the northeast corner of Government Lot 2;

thence, along the east line of said Lot 2, South $01^{\circ}05'42''$ West, 304.73 feet;

thence, leaving said Lot 2, South $62^{\circ}06'01''$ West, 905.84 feet;

thence, North $88^{\circ}58'00''$ West, 61.00 feet;

thence, South $43^{\circ}34'23''$ West, 206.00 feet;

thence, South 57°49'03" West, 184.00 feet;

thence, South 18°39'41" West, 249.58 feet to the south line of that tract as conveyed to Karl and Julie Schmidt in Deed Fee No. 94-000387, Washington County Deed Records;

thence, along said south line, North 88°33'26" West, 114.85;

thence, South 01°04'49" West, 471.96 feet;

thence, South 59°48'38" West, 693.97 feet;

thence, North 88°39'04" West, 742.84 feet to the west line of said S.W. 1/4 of Section 21;

thence, along said west line, North 00°58'51" East, 267.90 feet to said easterly B.P.A. right-of-way;

thence, along said right-of-way the following two courses;

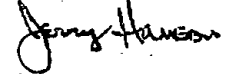
North 17°21'46" East, 355.59 feet and North 01°12'46" East, 1997.95 feet to the True Point of Beginning.

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STATE OF OREGON }
County of Washington } SS

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



Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

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AFTER RECORDING RETURN TO:
Foster Pepper & Shefelman PLLC
101 SW Main Street
15th Floor
Portland, Oregon 97204
Attn: Randal A. Johnson

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR OAKRIDGE ESTATES,
BOSA NORTH AND BOSA NORTH NO. 2**

This SUPPLEMENTAL DECLARATION is made this 29th day of August, 1997,
by Bosa (Oregon) Corporation, an Oregon corporation ("Bosa").

RECITALS:

- A. WHEREAS, Bosa, as Declarant, recorded that certain Declaration of Covenants, Conditions, and Restrictions for Oakridge Estates, Bosa North and Bosa North No. 2 on October 18, 1996 in the Records of Washington County, Oregon as Document No. 96093457 (the "Declaration"), concerning the real property located in Washington County, Oregon more particularly described therein.
- B. WHEREAS, it is in the mutual best interest of the owners of the subject property to supplement and amend the Declaration to provide for the consistent development and efficient governing of Phase II of the property.

NOW, THEREFORE, Bosa, as Declarant under the Declaration, hereby supplements and amends the Declaration as follows:

SECTION 1

DEFINITIONS

1.1 **New Terms.** The following definitions used herein are added to the Declaration:

1.1.1 "**Phase I**" means that portion of the Property included within the Phase I Plat, being the plat of Bosa North recorded in the Records of Washington County, Oregon as Document No. 96093456.

1.1.2 "**Phase II Plat**" means the plat of Phase II of the Property.

1.1.3 "**Phase II Turnover Date**" means the earlier of (i) thirty (30) days following the date on which the Phase II Declarant holds title to no Lots within Phase II, or

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First American Title Insurance Company of Oregon
No. 829633-36

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(ii) the date on which the Phase II Declarant elects, in its sole discretion, to relinquish control of Phase II to the Association by written notice to the Association.

1.1.4 "Supplemental Declaration" means this Supplemental Declaration of Covenants, Conditions, and Restrictions for Oakridge Estates, Bosa North and Bosa North No. 2, as it may be further amended from time to time.

1.2 Amended Terms. The following defined terms used in the Declaration are hereby amended as follows:

1.2.1 "Declarant" means Bosa with respect to Phase I (the "Phase I Declarant"), and Sherman Oaks - Bethany, L.L.C., an Oregon limited liability company ("Sherman"), with respect to Phase II (the "Phase II Declarant"), and any Person succeeding to the responsibility of either said Declarant pursuant to a designation by either Declarant or its successor Declarant in a supplemental declaration recorded in the Records of Washington County, Oregon.

1.2.2 "Phase II" means that portion of the Property legally described on Exhibit A attached hereto, all of which will be contained within the plat of Bosa North 2, that includes certain property not previously included in the description of the Property contained in the Declaration and excludes certain other property that was previously included that shall hereinafter no longer be subject to the Declaration.

1.2.3 "Property" shall have the meaning set forth in Section 2 hereof.

1.2.4 "Turnover Date" means the earlier of (i) the date on which the Phase I Declarant holds title to no Lots within Phase I, or (ii) the date on which the Phase I Declarant elects, in its sole discretion, to relinquish control of the Association.

1.2.5 "Turnover Meeting" means the meeting of the Phase I Declarant and the Board called for the purpose of passing control of the Association with respect to Phase I from the Phase I Declarant to the Owners, which meeting shall be held pursuant to Article 3.6 of the Declaration.

1.3 Other Terms. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given in the Declaration.

SECTION 2

SUBJECT PROPERTY

Pursuant to Article 1.2 of the Declaration, the Property that is subject to the Declaration and this Supplemental Declaration is hereby revised and shall mean that real property located within the Phase I Plat of Bosa North together with that real property described on Exhibit A attached hereto.

SECTION 3

PHASE II DECLARANT

3.1 Successor Declarant. In accordance with Article 2.7 of the Declaration, Bosa hereby names and appoints Sherman as successor Declarant for Phase II of the Property.

3.2 Rights of Declarant. From and after the date hereof until the Phase II Turnover Date, or earlier upon naming a successor Phase II Declarant by Sherman, Sherman shall act as Declarant with respect to Phase II and shall have all rights and responsibilities attendant thereto as set forth in the Declaration and this Supplemental Declaration, including, but not limited to, the right to act as the Architectural Control Committee for Phase II in accordance with the provisions of Article 5 of the Declaration and this Supplemental Declaration. Bosa shall continue to act as the Declarant for Phase I in accordance with the Declaration until the Turnover Meeting. All references in the Declaration and herein to "Declarant" shall apply equally to Bosa and to Sherman with respect to Phase I and Phase II, respectively.

3.3 Co-Declarants. The Phase I Declarant and the Phase II Declarant shall coordinate and cooperate in their roles as co-Declarants for their respective portions of the Property. Anything to the contrary contained herein or the Declaration notwithstanding, neither of the co-Declarants (nor the Association following the Turnover Meeting with respect to Phase I) shall have the right to amend the Declaration or the design guidelines promulgated by Bosa acting as the Architectural Control Committee in accordance with Article 5.2.2 of the Declaration, nor take any other actions that will affect the other phase of the Property, without the express prior written consent of the other co-Declarant (or of the Association following the Turnover Meeting).

SECTION 4

PHASE II TURNOVER

4.1 Declarant Control. Following the Turnover Meeting held in accordance with Article 3.6 of the Declaration until the Phase II Turnover Date, the Phase II Declarant shall continue to act as Declarant for Phase II of the Property in accordance with the Declaration and Section 3.2 hereof. Without limiting the generality of the foregoing and anything to the contrary contained in the Declaration notwithstanding, following the Turnover Meeting, the Phase II Declarant shall have the full power and authority to act as the Architectural Control Committee for Phase II in accordance with the provisions of Article 5 of the Declaration, including the right to amend the design guidelines affecting Phase II, subject to the provisions of Section 3.3 of this Supplemental Declaration.

4.2 Assessments. The Association shall not have the authority to levy any assessments against Lots in Phase II in accordance with Article 4 of the Declaration until

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5.3 Run with Land. This Supplemental Declaration and the covenants, conditions, and restrictions described herein shall run with the land and shall be binding on the parties and any person acquiring any right, title, or interest in the Property.

BOSA (OREGON) CORPORATION,
an Oregon corporation

By: [Signature]
Its: Vice President

PROVINCE OF BRITISH COLUMBIA)
City of Vancouver BURNABY)

[Signature] ERIC MARTIN acknowledged this instrument before me on the 2ND day of September August, 1997, as Vice President of Bosa (Oregon) Corporation, an Oregon corporation, on behalf of the corporation.

[Signature] R. DEAN SIMPSON
A Notary Public in and for the
Province of British Columbia
Notary Public for British Columbia
My commission Permanent Commission

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EXHIBIT "A"

A TRACT OF LAND SITUATED IN THE S.W. 1/4 OF SECTION 21, T. 1 N., R. 1 W., W.M., WASHINGTON COUNTY, OREGON; BEGINNING AT A FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WESTLAKE CONSULTANTS" AT THE NORTHEASTERLY CORNER OF THE PLAT OF "BOSA NORTH" RECORDED IN PLAT BOOK 107, PAGES 1 THROUGH 9, WASHINGTON COUNTY PLAT RECORDS, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY OF N.W. LAIDLAW ROAD (COUNTY ROAD NO. 1074) AND RUNNING THENCE PARALLEL WITH (BEING 33.00 FEET FROM, WHEN MEASURED AT RIGHT ANGLES TO) THE CENTERLINE OF SAID ROAD NORTH 88°27'29" EAST, 287.00 FEET TO THE WEST LINE OF THAT TRACT OF LAND AS CONVEYED IN DEED BOOK 363, PAGE 138, WASHINGTON COUNTY DEED RECORDS; THENCE, ALONG SAID WEST LINE AND A SOUTHERLY EXTENSION THEREOF, SOUTH 01°20'54" WEST, 33.12 FEET TO THE CENTERLINE OF SAID LAIDLAW ROAD; THENCE, ALONG SAID CENTERLINE NORTH 86°27'29" EAST, 87.62 FEET; THENCE, ALONG THE ARC OF A 334.27 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°04'40" (CHORD BEARS NORTH 81°25'09" EAST, 58.72 FEET) AN ARC LENGTH OF 58.79 FEET; THENCE, LEAVING SAID CENTERLINE, SOUTH 01°20'54" WEST, 684.08 FEET TO A FOUND 2" IRON PIPE AT THE INITIAL POINT OF "WILDWOOD PLAT 2" PER BOOK 17, PAGE 28, WASHINGTON COUNTY PLAT RECORDS, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE JOHN BRUGGER D.L.C. NO. 49; THENCE, ALONG SAID D.L.C. LINE, SOUTH 89°34'20" EAST, 1356.61 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT 2; THENCE, ALONG THE EAST LINE OF SAID LOT 2, SOUTH 01°06'05" WEST, 304.40; THENCE, LEAVING SAID LOT 2, SOUTH 62°06'01" WEST, 905.75 FEET; THENCE, NORTH 88°58'00" WEST, 61.00 FEET; THENCE, SOUTH 43°34'23" WEST, 206.00 FEET; THENCE, SOUTH 57°49'03" WEST, 184.00 FEET; THENCE, SOUTH 18°39'41" WEST, 249.59 FEET TO THE SOUTH LINE OF THAT TRACT AS CONVEYED TO KARL AND JULIE SCHMIDT IN DEED FEE NO. 94-00387, WASHINGTON COUNTY DEED RECORDS; THENCE, ALONG SAID SOUTH LINE, NORTH 88°33'00" WEST, 115.66 FEET; THENCE, SOUTH 01°02'16" WEST, 472.25 FEET; THENCE, SOUTH 59°48'38" WEST, 173.21 FEET TO THE SOUTHEASTERLY CORNER OF SAID PLAT OF "BOSA NORTH"; THENCE, ALONG THE EASTERLY LINE OF SAID PLAT THE FOLLOWING TWENTY COURSES; NORTH 23°10'31" WEST 597.12 FEET; SOUTH 66°49'29" WEST, 48.00 FEET; ALONG THE ARC OF AN 18.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 68°10'31" WEST, 25.46 FEET) AN ARC LENGTH OF 28.27 FEET; NORTH 23°10'31" WEST, 7.00 FEET; ALONG THE ARC OF A 164.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°53'28" (CHORD BEARS NORTH 16°43'47" WEST, 36.82 FEET) AN ARC LENGTH OF 36.90 FEET; NORTH 10°17'03" WEST, 69.20 FEET; ALONG THE ARC OF A 206.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12°53'28" (CHORD BEARS NORTH 16°43'47" WEST, 46.25 FEET) AN ARC LENGTH OF 46.35 FEET; NORTH 23°10'31" WEST, 7.00 FEET; ALONG THE ARC OF AN 18.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 21°49'29" EAST, 25.46 FEET) AN ARC LENGTH OF 28.27 FEET; NORTH 23°10'31" WEST, 42.00 FEET; ALONG THE ARC OF AN 18.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 68°10'31" WEST, 25.46 FEET) AN ARC LENGTH OF 28.27 FEET; NORTH 23°10'31" WEST, 166.00 FEET; ALONG THE ARC OF AN 18.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 21°49'29" EAST, 25.46 FEET) AN ARC LENGTH OF 28.27 FEET; NORTH 23°10'31" WEST, 42.00 FEET SOUTH 66°49'29" WEST, 19.51 FEET; NORTH 23°10'31" WEST, 100.00 FEET; NORTH 66°49'29" EAST, 45.42 FEET; NORTH 62°38'23" EAST, 76.25 FEET; NORTH 52°50'45" EAST, 145.75 FEET; NORTH 46°42'27" EAST, 86.97 FEET, ALONG A NON-TANGENT 530.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07°13'44" (CHORD BEARS NORTH 39°40'41" WEST, 66.82 FEET) AN ARC LENGTH OF 66.87 FEET; THENCE, CONTINUING ALONG THE EASTERLY LINE OF SAID PLAT THE FOLLOWING TWENTY FIVE COURSES; NORTH 53°56'11" EAST, 60.00 FEET; ALONG A NON-TANGENT 470.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°43'47" (CHORD BEARS NORTH 29°41'56" WEST, 104.21 FEET) AN ARC LENGTH OF 104.42 FEET; NORTH 23°20'02" WEST, 185.22 FEET; ALONG THE ARC OF AN 18.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 87°57'02" (CHORD BEARS NORTH 20°38'29" EAST, 25.00 FEET) AN ARC LENGTH OF 27.63 FEET; NORTH 64°37'00" EAST, 70.34 FEET; ALONG A 477.00 RADIUS CURVE

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TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05°00'00" (CHORD BEARS NORTH 67°07'00" EAST, 41.61 FEET) AN ARC LENGTH OF 41.83 FEET; NORTH 69°37'00" EAST, 46.92 FEET; NORTH 20°23'00" WEST, 155.84 FEET; NORTH 72°34'11" EAST, 80.48 FEET; ALONG A NON-TANGENT 270.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°44'55" (CHORD BEARS NORTH 17°16'07" WEST, 27.08 FEET) AN ARC LENGTH OF 27.09 FEET; NORTH 20°08'34" WEST, 59.64 FEET; NORTH 67°28'40" EAST, 60.05 FEET; ALONG A NON-TANGENT 18.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 88°29'30" (CHORD BEARS NORTH 24°08'11" EAST, 25.12 FEET) AN ARC LENGTH OF 27.80 FEET; NORTH 18°51'05" WEST, 42.05 FEET; ALONG A NON-TANGENT 18.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 91°30'30" (CHORD BEARS NORTH 65°53'49" WEST, 25.79 FEET) AN ARC LENGTH OF 28.75 FEET; NORTH 20°08'34" WEST, 159.89 FEET; ALONG A NON-TANGENT 18.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 83°29'30" (CHORD BEARS NORTH 26°38'11" EAST, 26.22 FEET) AN ARC LENGTH OF 29.37 FEET; NORTH 23°06'57" WEST, 42.27 FEET; ALONG A NON-TANGENT 18.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 86°50'30" (CHORD BEARS NORTH 63°23'49" WEST, 24.67 FEET) AN ARC LENGTH OF 27.18 FEET; NORTH 20°08'34" WEST, 23.18 FEET; ALONG THE ARC OF A 155.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°38'03" (CHORD BEARS NORTH 11°50'32" WEST, 44.75 FEET) AN ARC LENGTH OF 44.91 FEET; NORTH 03°32'31" WEST, 16.76 FEET; ALONG THE ARC OF AN 18.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 41°27'29" EAST, 25.46 FEET) AN ARC LENGTH OF 28.27 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID LAIDLAW ROAD; THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY, PARALLEL WITH THE CENTERLINE OF SAID ROAD (BEING 33.00 FEET FROM, WHEN MEASURED AT RIGHT ANGLES TO) AND CONTINUING ALONG SAID EASTERLY LINE, NORTH 86°27'29" EAST, 12.00 FEET; THENCE, LEAVING SAID SOUTHERLY RIGHT-OF-WAY AND CONTINUING ALONG SAID EASTERLY LINE, NORTH 03°32'31" WEST, 66.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN N.W. LAIDLAW ROAD.

PAS:7/30/97