

AFTER RECORDING RETURN TO:

FAIRVIEW VILLAGE DEVELOPMENT CORP.
1200 NW FRONT AVE., STE 620
PORTLAND, OREGON 97209

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk



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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
FAIRVIEW VILLAGE NO. 4**

IN THE COUNTY OF MULTNOMAH, STATE OF OREGON,

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRVIEW VILLAGE NO. 4 ("Declaration") is made this 20th day of February, 1998, by FAIRVIEW VILLAGE DEVELOPMENT CORP., an Oregon Corporation ("Declarant").

RECITALS

A. Declarant owns, in fee simple, certain real property (the "Property") consisting of twenty six (26) Lots located in the City of Fairview, County of Multnomah, State of Oregon, which Property is more particularly described as:

Lots 190-197 and 200-217 according to the duly filed plat of FAIRVIEW VILLAGE NO. 4, duly recorded on January 8, 1998, in Book 1237, Pages 10-12, Document No. 98-2923, in the records of Multnomah County, Oregon.

B. Declarant intends to develop the Property as a planned community and, therefore, desires by this Declaration, to subject the Property to certain covenants, conditions, restrictions, and easements in order to enhance and protect the value, desirability, security, attractiveness, and environmental characteristics of the Property.

C. Declarant intends to organize and administer the Property until it is sixty percent (60%) completed and occupied (i.e., sixteen (16) Lots contain occupied Residences), at which time administration shall be transferred to the Owners. Funds for the maintenance, repair, and improvement of the Common Areas, if any will be provided through assessments against the Owners.

ARTICLE I
General Declaration

Declarant hereby declares that all of the Property is held and shall be held subject to this Declaration, and that the covenants, conditions, restrictions, and easements set forth herein shall run with and bind the Property, each Lot (and, if any, any other division of the Property), the Owners, Occupants, and all other persons acquiring any interest in the Property or any portion thereof, and the heirs, assigns, and successors of any such persons. These covenants, conditions, restrictions, and easements shall inure to the benefit of and be burdens upon Declarant and upon all Owners, Occupants, and future Owners and Occupants.

RECORDED BY PACIFIC NW TITLE AS AN ACCOMMODATION
ONLY NO LIABILITY IS ACCEPTED FOR THE CONDITION
OF TITLE OR FOR VALIDITY SUFFICIENCY OR
EFFECT OF THIS DOC.

Pacific NW Title 11-11-98

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ARTICLE II
Definitions

Unless the context shall otherwise require, the following definitions shall prevail as used in this Declaration, the Windstorm Park Homeowners' Association's Articles of Incorporation, the Association's Bylaws, and its Rules and Regulations, and any Exhibits to any such documents:

Section 1. "Lot" shall refer, severally, to the twenty six (26) Lots within the Property which are numbered 190-197 and 200-217.

Section 2. "Residence" shall mean that part of any structure intended to be occupied by one family as a dwelling, together with an attached or detached garage and the patios, porches, or steps of such dwelling or garage. "Dwelling" shall be synonymous with "Residence."

Section 3. "Conservation Easement" shall mean that area designated on the recorded Plat to be preserved according to Section 3.876.5 of the Fairview Village Zoning Ordinance.

Section 4. "Owner" shall mean the Owner, whether one or more persons or entities (including, but not limited to, trusts, corporations or partnerships), of the fee simple title to any Lot or the contract vendee on any installment land sale contract for any Lot. Those having an interest merely as security for the performance of any obligation, such as mortgagees and lien holders, shall not be considered an Owner.

Section 5. "Association" shall mean the Windstorm Park Homeowners' Association formed pursuant to this Declaration.

Section 6. "Plat" shall mean the plat recorded on the 8th day of February, 1998, at Book 1237, Pages 10-12, Document No. 98-2923, in the records of Multnomah County, Oregon.

Section 7. "Declarant" shall mean the entity first designated as such above, together with its successors and assigns.

Section 8. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for Fairview Village No. 4 and any amendments thereto.

Section 9. "Improvement(s)" shall mean all improvements now or hereafter placed or constructed in, under or upon the Property, including, without limitation, any Residence, wall, paint (other than existing colors), building, outbuilding, road, driveway, parking area, fence, screening wall or barrier, retaining wall, stair, deck, awning, solar panel, dog run, statue, pole, utility distribution facility and,

any other improvement.

Section 10. "Board" shall mean the Board of Directors of the Association.

Section 11. "Occupant" shall mean the person or persons, entity or entities (including, but not limited to, trusts, corporations or partnerships) in lawful possession of all or any portion of a Lot.

Section 12. "Common Area(s)" shall mean those parcels, if any, included within the Property or otherwise accepted as such by the Association that are duly designated as Common Areas, such as entry monuments and structures, parks, and median strips. The Common Area(s) may be conveyed to the Association or dedicated to the Public.

Section 13. "Turnover Date" shall mean the date on which sixty percent (60%) of the Lots are completed and occupied (i.e., sixteen (16) Lots contain occupied Residences).

Section 14. "Turnover Meeting" shall mean the meeting of Declarant and the Board called for the purpose of passing control of the Association from Declarant to the Owners.

ARTICLE III
Homeowners' Association

Section 1. Formation and Authority. The Association shall be formed by Declarant as an Oregon nonprofit corporation within sixty (60) days after the date this Declaration is recorded and shall be known as the Windstorm Park Homeowners' Association. Declarant shall relinquish control of the Association to the Owners within sixty (60) days after the Turnover Date.

Section 2. Membership. Each Owner, by virtue of being an Owner and so long as such Owner continues in that capacity, shall be a member of the Association. Each membership in the Association shall be appurtenant to the Owner's Lot and shall be transferable only upon transfer of title to such Lot.

Section 3. Voting. Regardless of the number of Owners of any Lot, each Lot shall be entitled to only one vote. If a Lot is owned by multiple Owners, then the Owners of that Lot shall designate, in writing, one Owner to represent the Lot and cast the Owners' single vote. If a Lot is owned by a corporation, trust, or other entity, then it shall designate, in writing, a natural person as its proxy to represent the Lot and cast its vote. Failure to designate a representative as required by this Section 3 prior to any meeting shall not deprive the Lot of its vote so long as the designation is made in writing prior to a call for a vote on the matter in question. This Section 3 shall apply to all voting of the Owners called for by this

Declaration and, unless otherwise expressly stated, to all voting of the Owners called for by the Articles of Incorporation of the Association, its Bylaws, and its Rules and Regulations.

Section 4. Duties and Powers. The Association shall have all requisite powers, 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 this Declaration, 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 and subject otherwise to the provisions of this Declaration, the Association shall have the following power, duty, and authority to undertake the following actions:

4.1 Determine the amounts necessary or appropriate for its performance of its powers and duties under this Declaration;

4.2 Impose and collect Annual and Special Assessments from the Owners;

4.3 Maintain bank accounts on behalf of the Association and signatories for those accounts;

4.4 File all required income tax returns;

4.5 Enforce by the imposition of fine and by legal means the provisions of this Declaration;

4.6 Maintain and repair the Common Areas, and the Improvements thereon, if any, and establish one or more reserve funds for such purposes;

4.7 Promulgate, modify, and rescind rules and regulations governing the use of the Property, or any portion thereof;

4.8 Obtain such policies of insurance as the Board may from time to time deem appropriate for the protection of the Association, Common Areas, and the Improvements thereon;

4.9 Contract for such services as may be necessary or appropriate to manage the affairs of the Association and the Property; and

4.10 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.

Section 5. Liability. No officer or director of the

Association shall be liable to any member of the Association for any damage, loss, or prejudice suffered or claimed to have been suffered on account of any act or failure to act of the Association, its Officers, its Board, any member of the Board, or any committee established by the Board; and any officer or director so accused shall be indemnified by the Association against all expenses and liabilities, including reasonable attorney fees, incurred or imposed against such person in such capacity; *provided, however,* that such officer or director is not guilty of willful misconduct or bad faith in connection with such act or failure to act.

Section 6. Board of Directors.

6.1 Generally. The Association shall act through the Board.

6.2 Number, Nomination and Election of Directors. Prior to the Turnover Meeting, Declarant shall establish the number of and shall select the director(s) of the Board. From and after the Turnover Meeting, the Board shall be comprised of five (5) directors; each director shall be elected by majority vote of the Owners of all outstanding votes by Owners actually voting in person or by proxy, at a meeting duly called for this purpose; and the nomination and election of the directors shall take place at a meeting of the Owners, except that any director elected after the Turnover Meeting may be nominated and elected by mail vote.

6.3 Term of Directors. The terms of the directors selected by Declarant shall be determined by Declarant in its sole discretion. The terms of such directors shall, however, expire at the Turnover Meeting. As determined by random means, three (3) of the directors elected by the Owners at the Turnover Meeting shall serve for a term of two (2) years and two (2) of the directors elected by the Owners at the Turnover Meeting shall serve for a term of one (1) year. Thereafter all directors shall be elected for a term of two (2) years.

6.4 Annual and Special Meetings. The Board shall meet quarterly on the first Tuesday of the calendar quarter, or at such regular intervals as it may designate from time to time. The Board shall meet annually within ninety (90) days after the end of each calendar year. Special meetings may be called at any time by one or more directors. The Secretary of the Association shall give written notice to each director of any such special meeting not less than ten (10) days prior to the date set for such meeting.

6.5 Compensation. Other than for reimbursement for out of pocket expenses incurred on behalf of the Association, no director shall receive compensation from the Association for serving on the Board.

Section 7. Officers of the Association. The officers of the Association shall be the President and Secretary, both of whom shall be elected by majority vote of the Board at the annual meeting. The same person shall not concurrently hold the offices of President and Secretary. The terms of the officers shall be determined by the Board in its sole discretion.

7.1 President. The President shall be a director of the Association and shall be the chief executive officer of the Association, having all of the general powers and duties normally incident thereto.

7.2 Secretary. The Secretary shall not be required to be a director. In addition to having the general powers and duties normally incident to the office of the secretary, the Secretary shall be responsible for the collection, deposit, and disbursement of Association funds, shall keep full and accurate records and books of account showing all receipts and disbursements of the Association, and shall keep a record of all applications and report the timely response and conclusion to all items of business.

7.3 Compensation. Other than for reimbursement for out of pocket expenses incurred on behalf of the Association, no officer of the Association shall receive any compensation from the Association for acting as an officer.

Section 8. Turnover Meeting. The Turnover Meeting shall be called by Declarant and held within sixty (60) days after the Turnover Date. Declarant shall give written notice of the time and place to each Owner not less than thirty (30) days prior to the Turnover Meeting date. At the Turnover Meeting the following shall occur:

8.1 The directors selected by Declarant, the President and the Secretary shall each resign and the directors elected pursuant to Section 6.2 shall conduct their first meeting as the Board;

8.2 The new Board shall elect a President and Secretary;
and

8.3 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.

ARTICLE IV
Architectural Review and Control

Section 1. Establishment of Architectural Review Board ("ARB"). The Association shall have the right to act through the Architectural Review Board ("ARB"), which shall be established by the Association as a committee of the Board, to review approve, conditionally approve, and disapprove plans, specifications, design, construction, and alterations of all Improvements on the Property. Prior to the Turnover Meeting, the ARB shall be composed of Declarant and Declarant's Architect and Landscape Architect, and the members of the ARB other than Declarant, may be compensated. Thereafter, the ARB shall be composed of three (3) members appointed, removed and replaced by the Board according to such criteria as the Board may deem appropriate and no member of the ARB shall receive any compensation or charge for their services related to the Association or their position as a member of the ARB.

Section 2. Architectural and Design Review.

2.1 Generally. Owners of Lots and their contractors shall comply with the Architectural Guidelines (Exhibit "A") for construction of the initial twenty six (26) residences. The Owner(s) and contractor for such residences must meet the requirements of the Architectural Guidelines as administered by Declarant and are not subject to the approval of the Windstorm Park Homeowners Association ARB. Declarant shall have sole discretion to approve the architectural style of the construction the initial residences and may grant an exception to the Architectural Guidelines when it deems, in its sole discretion, that such an exception is in the best interests of the development. Subsequent to the construction of the initial Residence on any Lot, no Improvement of any kind shall be commenced, erected, placed, or altered on any portion of such Lot without the prior written approval of the ARB. All uses, occupancy, construction and other activities conducted on any Lot shall conform with and be subject to applicable zoning, use restrictions, utility easements, setback requirements, construction and building codes of the City of Fairview, Oregon, and to other applicable restrictions of all other public authorities; to the extent the procedures set forth in this Article IV conflict with the foregoing restrictions, the procedures shall be deemed modified thereby.

2.2 Design Guidelines. When reviewing plans for remodeling Improvements, the ARB shall comply with the Architectural Guidelines (Exhibit "A"). The ARB shall have the authority to promulgate and issue, and thereafter amend from time to time, design guidelines supplementing and interpreting any of the design guidelines set forth in this Declaration. If issued, a written copy of such guidelines shall be supplied to all Owners and shall be fully binding upon all Owners as if set forth fully in this Declaration. In reviewing and approving, conditionally approving, or disapproving

proposed Improvements, the ARB shall uniformly apply the guidelines contained herein, and those supplemental or interpretive guidelines as the ARB may from time to time promulgate and issue.

2.3 Submission of Plans. Plans and specifications shall be submitted to the ARB prior to beginning the placement, construction or alteration of any Improvement. Plans and specifications for Residence construction or alteration approval shall be in writing and shall consist of two (2) copies of the following documents and drawings:

a. Site plan drawn at 1/8"=1' scale indicating the following:

- (1) Property lines with bearings and distances indicated on the Plat;
- (2) All public right of way locations to center line, improvements including curb and gutter rain drain knockouts and sewer, water and storm drain lateral locations;
- (3) Proposed building locations indicating setbacks, driveway location, entry location all concrete flatwork (including dimensions adequate to ascertain correctness);
- (4) All existing trees at least 2" in diameter and 36" tall within the area of impact; indicating trees to be retained and those to be removed exclusive of the construction easement;
- (5) Existing and proposed contours; finish floor elevations for the main floor (and sub levels as per design), finish floor garage, both sides of curb cut, property corners, and driveway slope;
- (6) Roof down spout locations and pipe runs to public right of way; electric and gas meter locations and service pipe and/or wire trench locations; and
- (7) Any other pertinent information, including decks, sprinkler plans, overhangs, dog run locations, and Conservation Easement as indicated on the Plat.

b. Residence plan drawn at 1/4"=1' scale including floor plans and building elevations and showing four (4) views, one from each building face, of the proposed Residence. The Residence shall be limited to three stories except where height limitations are specifically set forth herein or otherwise by law. Indicate roofing materials, siding materials and where each

type of material will be used;

c. Landscape plan drawn at 1/4"=1' scale specifying plan material and including a tree plan;

d. Sample board indicating all exterior materials and colors and the location of each type and color of material to be used;

e. Exterior lighting plan, with details of fixture type; and

f. One copy of the submissions package will be returned to the applicant.

2.4 Approval. The ARB shall approve, conditionally approve, or deny a proposed Improvement submitted to the ARB in accordance with Section 2.3 above and shall notify the Owner in writing of its decision within twenty (20) days after having received the Owner's submission. A decision of a majority of the ARB shall constitute a decision of the ARB. Any ARB approval shall expire by limitation if construction of the Improvement has not commenced for a period of 180 days from the date of approval; or, once begun, if the construction of the Residence does not progress substantially for a period of 180 days. Extension of any unexpired approval of 180 days may, if requested in writing, be granted if circumstances beyond the Owner's control prevented action from being taken. Only one extension may be granted, then a new application shall be submitted.

Section 3. Construction.

3.1 General. Any construction or alteration of Improvements shall not be conducted before 7:30 a.m. or after 7:00 p.m.

3.2 Landscape Construction. Landscape construction shall be commenced within sixty (60) days after occupancy of the residence and shall be completed within sixty (60) days thereafter. If Residence construction occurs between October 1 and March 31 of the following year, any planting associated with landscape construction may be delayed until April of that following year and, in such event, shall be completed no later than May 31 of that following year.

3.3 Construction of Residence and Other Improvements. All Residence construction shall be completed and approved for occupancy by the City of Fairview, Oregon, within a one-year period of time from the date a building permit was issued. No person(s) shall occupy a Residence during the construction period or prior to occupancy approval. Construction of any other approved Improvement shall be completed within 270 days after the date of commencement of construction. In the event construction is delayed due

to causes beyond the reasonable control of the person constructing the Improvement the construction period shall be extended by the number of days the construction is delayed.

3.4 Residence Construction Sites. Residence construction sites shall be maintained daily.

Section 4. Exterior Lighting and House Street Numbers.

4.1 Yard Lighting. Any exterior area lighting should be diffused and installed as down light. House street numbers shall be visible at night, made of ceramic ("Portland" style), with black numbers on white tiles, and set in a brass mount.

4.2 Alley Lighting. All residences with alley access shall have exterior area security lighting located at the rear of the lot, set back four (4) feet from the alley right of way. Such lights shall be High Pressure Sodium or fluorescent bulbs between thirty five (35) and seventy (70) watts and shall have photo electric controls. Where possible, the light shall be attached to the garage, otherwise lights shall be mounted on posts between 6 feet and 8 feet in height.

Section 5. Landscaping. All residences shall landscape yards fronting streets with a minimum of eighty percent (80%) vegetative cover consistent with traditional planing styles of the early 20th century. All yards fronting streets shall be irrigated, including all planting strips.

Section 6. Fences. Fencing shall comply with standards set forth in the Architectural Guidelines (Exhibit "A").

6.1 Backyard Fences on Alley Lots. Fences shall be set back four (4) feet from the right of way.

ARTICLE V
Use Restrictions

Section 1. Land Use. Lots shall be used only for residential purposes. Lots may be rented or leased for residential purposes; however, the Owner assumes responsibility and liability for ensuring that the renters and lessees comply with this Declaration and all applicable laws. Each Owner shall cause its renters and lessees to agree in writing to comply with this Declaration and all applicable laws. Nothing in this Section 1 shall be deemed to prohibit or limit the right of Declarant or any Owner to construct a Residence on a Lot or store construction materials and equipment on such Lot in the normal course of construction.

Section 2. Signs. No signs shall be visible from the street except: One sign of not larger than 18" x 24" advertising the property

for sale or rent. This Section 2 shall not apply to signs used by a builder during the initial construction and sales period. Political signs may also be displayed without the approval of the ARB; *provided, however,* that such signs are placed no more than sixty (60) days before the vote or election date and removed within two (2) days after the vote or election. The ARB reserves the right to require removal of any sign that does not comply with reasonable standards adopted at any time or with standards of decorum and good taste as determined by the ARB.

Section 3. Animals. No animals shall be kept on any Lot, except for a maximum of four dogs over one (1) year in age or a reasonable number of cats, or other household pets. The Board may further limit the number of dogs, cats and other animals permitted by this Declaration by rule or regulation. Household pets shall not be kept, bred or maintained for any commercial purposes and shall not be a nuisance to neighbors. Pet owners shall abide by City and County ordinances. Dog runs and housing shall be fully screened and/or fenced from view from any Lot, and shall not be visible from the street.

Section 4. Trash and Rubbish. No Lot nor any part of a Lot, nor any part of the Conservation Easement or Common Area shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. All containers or other equipment for the storage or disposal of trash shall be kept in a clean and sanitary condition and out of public view.

Section 5. Noxious Activity or Conditions. No noxious or offensive activity or conditions, or anything that may be an annoyance or nuisance to the neighborhood shall be permitted.

Section 6. Temporary Structures. No temporary structures, tent, shack, garage, barn, or other out-building, shall be permitted on the Property except upon written approval of the ARB, except that infrequent recreational camping by Lot family members or camping for brief periods necessitated by remodeling or a disaster to the Residence shall not require prior ARB approval.

Section 7. Window Treatments. No reflective or darkened window treatments shall be permitted. This does not apply to period stained glass applications as approved by the ARB.

Section 8. Recreational Facilities. No basketball hoops, sport courts, tree houses, swimming pools or similar recreational facilities visible from the street shall be constructed or installed on any Lot without the prior written approval of the ARB.

Section 9. Vehicle and Equipment Parking.

9.1 Parking and Storage of Equipment. Boats, trailers, truck-campers, motor homes, commercial vehicles and like equipment shall not be parked or stored on any Lot or on public ways, except that such equipment when not owned by a resident Owner shall be allowed to be parked in the driveway servicing a Residence or on public street adjacent thereto for a period of not to exceed forty-eight (48) hours in any thirty (30) day period, and except further that such equipment may be parked on that portion of the Lot not located between the street and the front setback line which is adequately screened, specifically designed for such an additional parking pad, and has been approved by the ARB.

9.2 Enforcement. The Association shall have the power and authority to enforce these parking restrictions, including, without limitation, the power and authority to impose fines, remove the offending vehicle, equipment or device, and pursue legal action. The Association shall enforce these restrictions in a uniform manner. Removal of the offending vehicle, equipment or device shall be preceded by prior written notice to the Owner and, in addition to assessing a fine(s), the ARB shall specially assess the Owner for the cost of the removal pursuant to this Declaration.

Section 10. Aerials and Dishes. No outside television or radio aerials or satellite dishes shall be installed without the prior written approval of the ARB.

Section 11. Maintenance of Right of Way. The Owner of any Lot, shall maintain in proper condition (e.g., cut underbrush) areas within sixty (60) feet from the street. The ARB may authorize and undertake the completion of such work if the Owner fails to do so within thirty (30) days after receiving notice from the ARB requesting such work. If such work is authorized by the ARB in accordance with this Section 11, the Owner shall be specially assessed for the fees and costs of such work pursuant to this Declaration.

Section 12. Drainage. Changes that alter the natural drainage of the Lot shall require ARB approval. Retaining walls, fencing and landscaping should be designed to maintain natural existing drainage patterns.

ARTICLE VI
Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements no structure or planting or other material shall be placed or be permitted to remain which may change the direction or flow of drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner except for improvements for which a public authority or utility company is responsible.

ARTICLE VII
Assessments

Section 1. Generally. The Association shall have the authority to levy and each Owner shall pay when due to the Association its share of: (a) the Annual Assessments; and (b) any Special Assessments that may be levied. The Annual and Special Assessments levied by the Association shall be for the sole purpose of administering and enforcing the Declaration by means of the Association. Each Owner's share shall be one-twenty sixth (1/26) of the total assessments levied. Each Owner shall pay any such assessments within thirty (30) days after the date of billing. Annual and Special Assessments, together with interest at twelve percent (12%) per annum, costs and reasonable attorney fees, shall be a personal obligation of the Owner and a continuing lien on the Owner's Lot ("Assessment Lien"). Assessment Liens shall be and remain subordinate to the lien of any first priority lien created by a mortgage or trust deed. For purposes of this Article VII, if there is more than one Owner of any Lot, such Owners shall together be considered a single Owner with respect to such Lot.

Section 2. Approval of Assessments. Except as otherwise provided by this Declaration, the amount of the Annual and Special Assessments shall be recommended by the Board to the Owners and shall require approval of the Owners by a vote of not less than seventy-five percent (75%) of all outstanding votes by members actually voting in person or by proxy at a meeting duly called for this purpose; *provided, however,* the Board may fix, without Owner approval, the Annual Assessments at any amount not in excess of \$180 (\$15 per month, per Lot), plus three percent (3%) per year compounded annually for every year after 1998. The initial annual assessment of the Association shall provide for not less than \$15 per month, per Lot (\$180 per year, per Lot).

Section 3. Annual Assessments. Annual Assessments shall pay for all expenses associated with the Association's performance of its 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 any entrance monumentation and

related landscaping. The Association shall bill each Owner for such Owner's share of the annual assessments on an annual, quarterly, or monthly basis as the Board in its discretion may determine.

Section 4. Special Assessments. The Association may levy special assessments for extraordinary costs (whether incurred for enforcing a violation of this Declaration or for the collective benefit of the Owners), fines, reimbursement of fees and expenses (including attorney fees), with interest, incurred in enforcing this Declaration as provided for in this Declaration. Any other Special Assessments shall be levied only upon the affirmative vote of the Owners of not less than seventy-five percent (75%) of all outstanding votes by members actually voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Special Initial Assessment. At the time of closing of the initial sale of each Lot, the purchaser shall make a non-refundable payment equal to two month's assessment (\$30) for the Unit as a special assessment. Said assessment shall be used to purchase supplies and equipment as needed to administer the Association. Thereafter, the purchaser shall pay the annual assessment on his or her Lot, the first year being prorated for the portion of the year the Lot is actually owned by the purchaser. The purchaser shall also reimburse the Declarant for a prorated portion of the premium for insurance advanced by the Declarant to the Association for the first year of operation.

Section 6. Enforcement.

6.1 Generally. The Association shall have the authority to assess reasonable late charges and interest at the rate of twelve percent (12%) per annum on any past due Annual or Special Assessments. The Association shall also have the authority to file and foreclose on Assessment Liens for Annual and Special Assessments including interest or late charges thereon. 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 is charged or levied and any sale, transfer, or conveyance of the Lot shall neither release nor discharge such personal liability. The Association shall have the authority to proceed personally against an Owner if it cannot otherwise collect on any such assessments or charges levied.

6.2 Foreclosure of Assessment Lien. The Association may initiate an action to foreclose its Assessment Lien in any manner provided by law or equity. In any action to foreclose an Assessment Lien against any Lot for nonpayment or delinquency of assessments, any judgment rendered against the Owner of such Lot in favor of the Association shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action, both at trial, on appeal and on review, and

in addition to taxable costs permitted by law, such amount shall be added to the indebtedness of the Owner and shall be secured by the Assessment Lien related thereto.

ARTICLE VIII
Enforcement

Section 1. Remedies Cumulative. The remedies provided herein are cumulative, and the Association, the Board, or the ARB, as the case may be, may pursue them separately or concurrently and may pursue any other remedies that may be available under Law or in equity although not expressed herein. Failure to exercise any such remedy shall not be deemed a waiver of such remedy or of any other remedy.

Section 2. Right of Entry. Declarant, the Association, the ARB, and any representative of the foregoing shall have the right to enter upon any Lot for any purpose related to the enforcement of this Declaration. The Association shall have the right to contract with such agents and independent contractors as the Association deems necessary and such parties shall have the same right of access as does the Association.

Section 3. Fines. The Board and the Board acting through the ARB shall have the authority to levy reasonable fines against an Owner if the Owner fails to remedy a violation of the Declaration after first being requested in writing by the Association to comply with the Declaration. Any such fines shall be levied as Special Assessments against the Owner's Lot.

Section 4. ARB Enforcement. Notwithstanding the issuance of any prior ARB approval, if any condition exists that, in the opinion of the majority of the ARB, must be remedied, then the ARB shall issue a notice notifying the Owner of the condition and the requested corrective action ("Compliance Notice"). In the event that prior ARB approval was never obtained, the ARB may issue a Compliance Notice requiring immediate cessation of any unapproved construction or alteration of any Improvement ("Stop Work Order"). If a Stop Work Order is issued, the Owner shall immediately comply. If any other Compliance Notice is issued, the Owner shall comply in a timely manner, request a meeting with the ARB ("Meeting"), or submit the matter to final and binding arbitration. If the Owner does not request a meeting or arbitration in a timely manner or fails to comply in a timely manner with the Compliance Notice, the ARB shall have the right to perform or authorize performance of the work specified in the Compliance Notice to the Owner and the cost of the work shall be specially assessed to the Owner in the manner provided in this Declaration.

4.1 ARB Meeting. The Meeting before the ARB shall be an informal meeting to allow the Owner to discuss the action of the ARB with the ARB. If the Owner chooses to request a Meeting, the Owner shall notify the ARB of its intention to meet with the ARB within five

(5) days after the Compliance Notice was given. Such a Meeting may be held in person or as a telephone conversation. The ARB shall have the authority to reduce or waive any fine imposed or modify any corrective action requested if the Owner demonstrates that he or she is otherwise in compliance or demonstrates mitigating circumstances that, in the ARB's reasonable discretion, so warrant reduction or modification.

4.2 Arbitration. If the Owner chooses to submit the matter to arbitration, the Owner shall notify the Board of the intention to arbitrate within ten (10) days after the date the Compliance Notice was given. Arbitration initiated pursuant to this Section 4.2 shall be before three (3) arbitrators each of whom shall be an architect that specializes in residential design. Each party shall submit its position to the arbitrators, and the jurisdiction of the arbitrators shall be limited to selecting one of the positions as the prevailing position. The losing party shall pay to the prevailing party its reasonable costs and attorney fees incurred in any such arbitration. The arbitration shall be in accordance with the rules of the Multnomah County Circuit Court arbitration program except as otherwise stated herein. By purchasing a Lot subject to this Declaration, the Owner agrees to pay all fees and costs of the arbitration if the Owner loses.

ARTICLE IX
Covenant For Certain Installations

Section 1. Creation of the Lien and Personal Obligation of Installation of Sidewalk. Declarant, for each Lot owned within the property, covenants, and each Owner of any Lot, by acceptance of a deed or contract (whether or not it shall be so expressed in such deed or contract) is deemed to covenant and agree, to pay for the installation of sidewalks, together with interest, costs and reasonable attorney fees, which amounts shall be a lien on the Lot and shall be a continuing lien upon the Lot until such time as Declarant, for each Lot owned within the properties, and each Owner of any other Lot, shall have installed said sidewalks. Each such obligation, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the sidewalks was required to be installed. The personal obligation shall pass to his or her successors in title.

Section 2. Effect of Non-installation of Sidewalks, Remedies of Declarant. Sidewalks shall be installed by the Owner of any Lot within thirty (30) days from issuance of a Certificate of Occupancy. Any required sidewalks not installed by April 2000 may be subsequently installed by Declarant without prior notice to the Owner personally obligated to install same. If Declarant shall thereafter so elect, Declarant may bring an action to recover the cost of installation against the Owner obligated to install the sidewalk and pay for same, or foreclose the Lien against the property in any manner provided at law or in equity; interest, costs and reasonable attorney fees of any such action or on an appeal thereof shall be added to the amount of such costs to Declarant for installation. No Owner may waive or otherwise escape liability for the installation provided for herein by non use or abandonment of his or her Lot.

Section 3. Subordination of Lien: Extinguish of Lien. The Lien created by this Article IX shall automatically be subordinated to the Lien of any mortgage or trust deed, whenever recorded, which but for the Lien created by this Article IX, would be a first lien position on the Lot. Notwithstanding anything else contained in Article IX, any Lien created by this Article IX shall be extinguished on September 30, 2000.

Section 4. Covenant for installation of Underground Electric Service. Each dwelling on each Lot shall have underground electric service. The Owner of each dwelling shall be responsible for the cost of all electric service trenching and backfill on such Owner's Lot.

ARTICLE X
General Provision

Section 1. Non-Waiver. The Association or any Owner shall have the right to legally or equitably enforce all restrictions, conditions, covenants, reservations and easements now or hereafter imposed pursuant to this Declaration. Failure by the Association or by any Owner to enforce any covenant, condition or restriction contained in this Declaration shall not be deemed to constitute a waiver of the right to do so.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions that shall remain in effect.

Section 3. Amendment. Prior to the Turnover Meeting, this Declaration may be amended from time to time by Declarant. Thereafter, this Declaration may be amended only by an affirmative vote of the Owners of twenty (20) Lots. 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, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-

five (25) years from the date of this Declaration first written above. After twenty-five (25) years, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless canceled or modified by a recorded instrument signed by the then Owners of twenty (20) Lots. For purposes of this Section 3, if there is more than one Owner of any Lot, such Owners shall together be considered a single Owner with respect to such Lot.

Section 4. No Right of Reversion. Nothing in this Declaration, or in any form of deed which may be used by the Association, or its successors and assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion for breach or violation of any one or more of the provisions hereof.

Section 5. Assignment of Rights. Any or all rights, powers and reservations of the Association may be assigned to any other organized corporation or association that will assume the duties of the Association hereunder pertaining to the particular rights, powers and reservations assigned; and upon any such corporation or association evidencing its intent in writing to accept such assignment and assume such duties it shall, to the extent of such assignment, have the same rights and powers to be subject to the same obligations and duties as are given to and assumed by Association herein. Any such assignment shall not be valid unless approved by a majority of the Board.

Section 6. Notice. Any notices desired or required to be given to an Owner shall be in writing and shall be given personally or by mail, postage prepaid, certified or registered mail, return receipt requested, and addressed to the Owner. If given by mail, such notice shall be deemed to be given on the date three (3) business days following the date of placing said notice in the mail.

Section 7. Attorney Fees. In any legal proceeding involving the enforcement of any provision of this Declaration or an interpretation of the rights and liabilities of the Association, the losing party or parties shall pay the attorney fees and other reasonable costs of litigation of the prevailing party or parties, including expert witness fees and costs of depositions, both at trial,

on appeal and on review, in such reasonable amount as shall be fixed by the court before which the matter is heard.

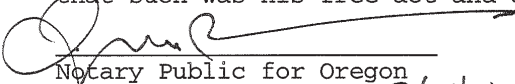
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20th day of February, 1998.

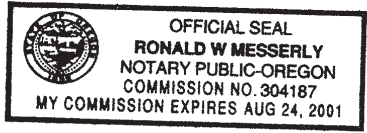
FAIRVIEW VILLAGE DEVELOPMENT CORP.,
an Oregon Corporation

By: 
Charles V. Haugh
Vice President

STATE OF OREGON)
) ss.
County of Multnomah)

On this 20th day of FEBRUARY, 1998, before me appeared RICHARD E. HOLT, to me personally known, and did duly swear and say that he is the PRESIDENT of FAIRVIEW VILLAGE DEVELOPMENT CORP., and that the foregoing instrument was signed on behalf of said entity, and he acknowledged that such was his free act and deed.


Notary Public for Oregon
My Commission Expires: 8/24/01



**EXHIBIT "A"
ARCHITECTURAL GUIDELINES**

Building Walls	Building Elements	Roofs and Gutters	Windows and Doors	Garden Walls and Fences
<p>Building wall may be clad in capboard, 4" to 6" exposed to weather or other material of high quality nature approved by board.</p> <p>Building walls may be clad in brick.</p> <p>Building walls may be clad in cedar shingles; 6" maximum exposed to the weather.</p> <p>Interior ground floor ceilings shall be a minimum of 9'.</p>	<p>Porches and balconies involving posts, columns or balustrades shall be made of wood, fiberglass, masonry, or cast elements.</p> <p>Stoops shall be made of brick, stone, cedar, or poured concrete.</p> <p>Decks shall be built of cedar, redwood, or prime deck.</p> <p>Vertical hand-railing elements shall be painted white or stained cedar and redwood must be finished natural (except for floor and treads).</p> <p>Front or side exterior chimneys shall be made of brick, stone, stucco, or other if consistent with the period style and approved ARB.</p> <p>Direct vents shall be no larger than 12" x 12" x 12" and are only permitted on side or rear walls. All vents shall be painted to match the siding of the house and disguised when possible.</p>	<p>Roofs on residential buildings shall be made of cedar shingles, or composition shingles, Architect Series 80, equal or better quality, Pacco Horizon 25 year is permitted.</p> <p>Gutter and downspouts shall be built in painted galvanized steel, aluminum, or of a comparable material.</p> <p>Soffits at porches and covered decks may be finished with rough grain T1-11 plywood provided it has no grooves or vertical elements</p>	<p>Windows shall be made of wood, white vinyl, or white vinyl clad wood (or approved color by ARB).</p> <p>Glass shall be made clear and colorless. Grids may be inserted as approved for use in windows.</p> <p>Solariums may be of tinted glass when not easily visible from nearby streets.</p> <p>Exterior doors shall be made of painted wood, fiberglass or metal.</p> <p>Shutters shall be made of wood or vinyl.</p> <p>Garage doors shall be built of wood, fiberglass, or metal.</p>	<p>Garden walls that face the street or alleyways shall be built of brick (to match the principal building) wood siding, stucco, or stone. Brick garden walls may be combined with iron or steel railings or gates, or wood spindle fences and gates.</p> <p>Fences may be made of wood picket, wood boards steel, wrought iron, or PVC, and must be painted when appropriate (e.g. PVC).</p> <p>Rearranging walls may be built of architect concrete, brick, or stone at all front yards and side yards facing a street or sidewalk. Rearranging wall not visible from nearby streets shall be of brick, stone, concrete, or treated wood.</p> <p>All fences must be approved by the ARB.</p>
<p>Clapboards or shingles shall be butt-joined or flush trimmed against wood, corner-boards 2" x 4" to 6" nominal, 5/4 corner-board may be used. Clapboards or shingles shall be butt-joined or flush-trimmed against with 1/2" Bevel Siding. Joints shall be sealed with 25-year paintable caulk. Shingles may "wrap" the corners with a corrosion resistant metal corner (available through siding suppliers).</p> <p>Building wall of wood or hardboard shall have all openings trimmed in wood boards 4"-6" nominal width.</p> <p>Brick coursing shall be placed in classic styles only (such as Running, English, or Flemish Bond). Mortar joints shall be flush raked or struck, not greater than 1/2" in height.</p> <p>Brick used only on the facade must return to an inside corner on the side facade or approved by ARB.</p>	<p>Brick piers and arches shall be no less than 8" or the length of the brick used, in thickness.</p> <p>Wood posts shall be no less than 5 1/2" x 5 1/2" and chamfered.</p> <p>Balusters shall be no more than 4" on center.</p> <p>Porch and window openings shall be square or vertical in proportion.</p> <p>Stone piers and all shall extend horizontally beyond the window opening a dimension equal in the height of the lintel. Brick soldier lintels shall extend a minimum of one brick beyond the opening.</p> <p>The undercoat of wood decks and porches visible from the street shall be covered with wood, plastic lattice or siding materials.</p> <p>Chimney's shall be no less than 20" x 24" in plan view.</p>	<p>Roof shall be simple and symmetrical gable or hip type. The pitch shall be between 4:12 porches and 8:12 or greater all other.</p> <p>Dormers shall be roofed be roofed in a symmetric gable, hip, or shed configuration.</p> <p>Flat roofs are permitted only when they are occupiable and accessible from an interior room and must be edged by a milling or parapet.</p> <p>Sylights (flat plate only), solar panels, furnace vents, antennas, and other roof protrusions, except for plumbing vents, shall not be placed on a roof facing a street.</p> <p>Gutters shall be K-style or half-round profile and fascia style</p> <p>Downspouts shall be rectangular or round in profile</p> <p>All mechanical roof penetrations (except lead or copper) shall be painted to match the color of the roof.</p>	<p>Windows shall be square or vertical in proportion. Additionally, window may be circular, semicircular, hexagonal, or octagonal.</p> <p>Windows shall be fixed, single, double hung, awning or casement type.</p> <p>Bay windows or street facades shall extend to the ground or be visually supported on brackets.</p> <p>A minimum 4" wide structured post must separate grouped windows on the front facade greater than three windows. Areas between grouped windows, including those in bays, shall be finished with flush wood or MDC boards.</p> <p>Each shutter shall be sized match one-half the window or door opening.</p>	<p>Wood fences shall be of the spindle, picket or board type, with the pattern approved by the ARB. Wood fences that face the street shall be painted.</p> <p>It is encouraged that wood fences along streets and paths on neighboring lots be of different designs.</p> <p>Fences and walls at streets and paths shall be between 32" and 48" in height. Fences and walls at side and rear property lines shall be between 45" to 72" in height.</p> <p>Fences built of steel or wrought iron shall be painted black.</p> <p>*** Must meet strict aesthetic standards.</p>
<p>Footnotes: Masonry construction shall be made for brick, stone, tile symmetric and conventional stucco, stucco veneered lumber products and concrete products. Any alternation to these architectural standards is subject to review by the ARB. *** Applicable Building Code requirements override the above requirements. *** Zoning Code requires all exterior alley lighting to be controlled by photocell. ***</p>				