

WHEN RECORDED MAIL TO:

Vista NW, Inc.
16055 SW Walker Road #413
Beaverton, OR 97006

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

For

Robins Garden Lots 1 – 20

This Declaration made this ____ day of _____, 2003 by Vista NW, Inc. herein after called the Declarant:

WITNESSETH:

Whereas the Declarant is the owner of all of the real property described below, and desires to create thereon a planned community.

Robins Garden
County of Washington, State of Oregon

The Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the Property in the covenants, restrictions and easements hereinafter set forth, each and all of which are for the benefit of the Property and each owner of any Lot thereof.

NOW, THEREFORE, the Declarant declares that the "Property" shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS:

Section 1. "Owner" shall mean and refer to the owner of record whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, and each contract purchaser, excluding a deed holder having such interest merely as security for the performance of an obligation.

Section 2. The "Property" or "Properties" shall mean and refer to all real property including Lots.

- Section 3. "Lot" shall mean each of the parcels of land described above.
- Section 4. "Street" means any vehicular access, highway or thoroughfare as shown on the recorded plat of the Properties.
- Section 5. "Declaration" shall mean these covenants, conditions and restrictions and all other provisions herein set forth in this entire document.
- Section 6. "The Declarant" shall mean and refer to Vista NW, Inc. its successors or assigns, or any successor or assign to all remainder of Declarants interest in the development of the Property.
- Section 7. "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence.
- Section 8. "Occupant" shall mean and refer to the occupant of a Living Unit who shall be either the Owner, lessee, or any other person authorized by the Owner to occupy the premises.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

- Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Washington County, Oregon, described as follows:

Exhibit "A"

The South 4.35 Feet of Lots 3 and 4, and all of Lot 5, except the South 11.2 feet thereof, Block 5, LADD & REED ACRES, in the County of Washington and State of Oregon;

EXCEPT THEREFROM THE FOLLOWING DESCRIPTION PROPERTY:

A portion of Lot 5, Block "LADD & REED ACRES", a duly recorded plat in the Northeast quarter of Section 10, Township 1 South, Range 2 West, of the Willamette Meridian, in the County of Washington and State of Oregon, said portion being more particularly described as follows:

Beginning at a point which bears South 01degrees 17'59" West 65.91 feet and South 88 degrees 32'40" East 2 99 feet from the Northwest Corner of that certain tract of land conveyed to Daniel Conway and Melody Conway by deed recorded as Document Number 2001056904, Washington County, Oregon Deed Records (said beginning point being 27.00 feet from the centerline of S.S. 226th Avenue when measured at right angles) and running thence South 88 degrees 32'40" West 81 10 feet; thence North 01 degrees 17'59" East 2.33 feet to the point of beginning.

Tax Parcel Number: R341080 County of Washington, State of Oregon

Section 2. Leases. Each Owner shall have the right to lease his Lot and the improvements thereon. Any said lease shall be in writing and shall provide that its terms be subject in all respects to the provisions of this Declaration, and that any failure by the lessee to comply with the provisions of said Declaration shall constitute a default under said lease. For purposes of this Section, the term "lease" includes, without limitation, a month-to-month rental agreement. However, no lease or other agreement shall relieve the Owner of responsibility and liability for compliance with these covenants.

ARTICLE III

PARTY WALLS AND COMMON ELEMENTS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of Living Units upon the Properties and placed on, or immediately adjacent to and parallel with the dividing line between the Lots shall constitute a party wall.

The common elements consist of gutters, storm sewers, rain drains and footing drains within the property lines of the lots and the roof overhangs, structural connections or other elements as necessary for the common areas of the structure.

To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and common elements and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. A party wall and any common elements shall be maintained in a good and safe condition. The cost of reasonable repair and maintenance of a party wall or common elements shall be shared by the Owners who make use of the wall or common elements in proportion to such use. The word "use" as referred to in this Article means ownership of a Living Unit or other structure, which incorporates any part of such wall or common elements.

Section 3. Destruction by Fire or Other Casualty. If a party wall or common element is destroyed or damaged by fire or other casualty, any Owners who have used the wall or common element may restore it, and if the other Owners hereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however,

to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. The owner repairing or reconstructing a party shall have the right of access over the adjacent Owner's Lot to the extent reasonably necessary to effect the repair or reconstruction.

Section 4. Weatherproofing. Notwithstanding, any other provision of this article, an Owner who, by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribute from any other owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Encroachments. If any portion of a party wall or other part of a building or structure now or hereafter constructed upon said Property encroaches upon any part of the Lot or Lots used or designated for use by another Lot Owner, an easement for the encroachment and for the maintenance of same is granted and reserved and shall exist, and be binding upon the Declarant and upon all present and future owners of any part of said Property for the benefit of the present and future owners of such encroaching building, or structure for the purposes of occupying and maintaining the same. In the event a structure consisting of more than one Living Unit becomes partially or totally destroyed, or in need of repair or replacement, mutual and reciprocal easements are granted and reserved in and upon each Dwelling Unit and Lot for the repair. No such easement shall exist, however, in respect to an encroachment caused by construction of any improvement on any Lot after completion of construction of the original improvement thereon by the Declarant.

ARTICLE IV

USE RESTRICTIONS & ARCHITECTURAL CONTROLS:

Section 1. City of Hillsboro Restrictions. All uses, occupancy, construction and other activities conducted on any Lot shall conform with and be subject to applicable zoning, use restrictions, construction and building codes of the City of Hillsboro, and further to the restrictions of all other applicable public authorities, and to the extent the following restrictions may be in conflict therewith, the same shall be deemed modified thereby.

The elements shall be maintained in compliance with the appropriate State of Oregon's Structural Specialty code and Plumbing specialty code. Structural elements identified or necessary for lateral stability, including

but not limited to horizontal and vertical strapping, foundation tie-downs, and plywood sheathing shall not be altered without the analysis and approval of a structural engineer registered in the State of Oregon, and by permit from the governing jurisdiction.

This section shall not be amended without prior written approval from the governing jurisdiction.

The parties shall hold harmless, defend and indemnify the City of Hillsboro and the City's officers, agent and employees against all claims, demands, actions and suits, including attorney's fees and costs brought against any of them arising out of the failure to properly design, locate, construct, repair or maintain the elements.

The Declarant acknowledges that this agreement is executed in part to comply with the appropriate State of Oregon specialty code.

Section 2. Affirmative Duty of Maintenance. Each Owner shall be responsible for maintaining, painting or staining, and generally, keeping in good order and repair the exterior of any improvement on any of the Properties owned by such Owner, and such owner shall be responsible for trimming and maintaining the lawns, shrubbery, planting, trees and other landscaping thereon in a neat and proper condition consistent with good horticultural practices, it being the intention of this provision that the Properties and improvements thereon shall be maintained by the Owners thereof to provide for the preservation and enhancement of the property values of said community.

Section 3. Uniformity of Color and Décor. The color, décor and type of any material, placed by an Owner on any of the exterior of any improvement sharing a party wall(s) as defined in Article III, hereof shall be of the same color, décor and type of material used on such improvement when it was originally constructed in order to maintain uniformity of color, décor and type of material among all improvements sharing the party wall(s), unless all Owners sharing the party wall(s) agree otherwise, in writing.

Section 4. Land Use and Architectural Control.

- a) All lots are to be used only for single family purposes.
- b) No building, fence, wall satellite dish, antennae or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration therein, to be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and locations of the same shall have been submitted to, and approved in writing as to the harmony of external design and location

to surrounding structures and topography by all owner(s) of the Property. If the Owners cannot agree, such matters may be approved by the arbitrators, if they find the proposed change is reasonable and consistent with the existing development and in harmony with it's design.

- c) Exception: One (1) 18" personal satellite dish is permitted per lot.
- e) Any fences erected by Developer or Builder shall be maintained by the owner of the adjacent lot for a period of not less than 10 years.

Section 5. Use Restrictions. The following restrictions shall be applicable to the use of any of the Properties subject to this Declaration and each Owner is responsible hereunder with respect to any portion of the Properties owned by such Owner:

- a) No animals or fowls shall be raised, kept or permitted upon the Properties or any part thereof, excepting only domestic dogs and cats, and excepting caged pet birds or fish kept within the Dwelling House, provided said dogs, cats and pet birds are not permitted to run at large and are not kept, bred or raised for commercial purposes or in unreasonable numbers.
- b) No noxious or offensive activity shall be carried on upon the Properties or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district, including permitting the landscaping on any Lot to become overgrown or permitting any structure on any Lot to become unsightly.
- c) No inoperable automobile, trailer, camper, boat, and trailer or camper and pickup shall be stored in the open on any Lot for a period to exceed forty-eight (48) hours in any calendar month. All permanent storage for the items outlined above shall be provided by permanent garage, approved by the owners. No maintenance or repair of any motor vehicle, trailer, camper, or any other article of personal property shall be conducted except in an approved storage area.
- d) No trash, garbage, ashes or other refuse, junk vehicle, underbrush or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any portion of the Properties.
- e) No exterior clotheslines are allowed that can be seen from any streets or adjacent Lot.

- f) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence, either temporary or permanent.
- g) No front yard will be allowed to remain without landscaping for a period to exceed three (3) months from the date of occupancy. Landscaping shall be continuously maintained in good presentable condition.
- h) Commercial quality window coverings shall be installed within 30 days of occupancy of each dwelling. No sheets or similar temporary window coverings shall be allowed at any time.
- i) No sign shall be displayed to public view on any Lot except as follows:
 - (1) One identification sign, not larger than $\frac{3}{4}$ of one square foot.
 - (2) One sign not larger than four square feet advertising the property for sale or rental.
 - (3) Builder's sign during construction and initial sale period.

ARTICLE V

OBLIGATION TO REBUILD

Section 1. Damage and Destruction Affecting Residences: Duty to Rebuild. If all or any portion of any residence is damaged or destroyed by fire or casualty, it shall be the duty of the Owner of said residence to rebuild, repair, reconstruct said residence, in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty.

Section 2. Time Limitation. The Owner or owners of any damaged residence shall be obligated to proceed with all due diligence hereunder and shall commence reconstruction within three (3) months after the damage occurs. Exterior reconstruction shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond their reasonable control.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Declaration shall run with and bind the land and shall insure to the benefit of and be enforceable to the Owner of any Lot or Living Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns for perpetuity.

Section 2. Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Properties under rights derived from an Owner shall comply with all of the provisions of these Declaration restricting or regulating the Owner's use and enjoyment of the Properties and shall be liable to any Owner under Section 3 hereof as though an Owner. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if such Owner had committed the failure.

Section 3. Arbitration. In the event of any dispute arising under the provisions of these covenants, in which the parties cannot agree, any party may apply to the presiding Judge of the Circuit Court of Washington County to appoint an Arbitrator to decide the question. The Arbitrator shall give notice to all other involved parties of a hearing to take testimony not less than 10 days and no more than 30 days after the Arbitrator is appointed.

At the hearing the parties shall appear without the benefit of counsel. After the end of the meeting and within 15 days thereafter, the Arbitrator shall render his decision, which shall be final and binding on all parties. This decision may be reduced to a judgment and may be executed upon as any judgment by a court may be.

The Arbitrator may employ such experts as deemed necessary and may adjourn the meeting from time to time prior to rendering the decision. The costs of the Arbitrator and all costs arising therefrom shall be shared equally by the parties regardless of the outcome.

Section 4. Enforcement. Any Owner shall have the right to apply to a court of competent jurisdiction for enforcement of the arbitration clause and for temporary relief pending the outcome of the arbitration. Failure of any owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court decree shall in no way affect any other provisions, which shall remain in full force and effect.

Section 6. Amendment. These covenants, or any provision thereof may be amended or repealed as provided by the written consent of all the Owners of the Lots. Declarant may amend this document at will, so long as it owns one or more of the lots.

Section 7. Developers Rights. The Declarant shall have the following rights so long as the Declarant owns one lot or unit in or upon the Property or five percent (5%) of all lots or units, whichever is the higher.

- a) A continuing easement for the purpose of completing any construction including the furnishing and decoration of any unit, sales office, or model, and the right to store materials on the property in reasonable places and for reasonable lengths of time.
- b) The right to maintain a sales and/or rental office and/or sales or rental models in one or more of the units which Declarant owns. Declarant, Declarant's agents and prospective purchasers shall have the right to park automobiles on the property and to use and occupy the lot upon which any Declarant – owned unit is located and to occupy the sales and/or rental office and models during reasonable hours any day of the week.
- c) To post such "For Sale" and/or "For Rent" signs at such reasonable locations on any part of the Property as Developer in the Developer's sole discretion may require.
- d) That no amendment hereof shall be effective without the consent of the Declarant.
- e) That Declarant shall have the sole right to exercise all use, occupancy, construction and architectural control and approvals so long as Declarant owns the minimum number of units specified above.
- f) Declarant shall have the right to assign any and all of its rights, including, without limitation; Declarant's architectural approval rights or to share such rights with one or more other persons exclusively, simultaneously, or consecutively.
- g) Declarant shall have the sole right to amend this Declaration or any part thereof for the purpose of bringing the same into conformity with the requirements of state and local building and specialty

codes. Also to correct any errors or miss-interpretations, Also to meet the requirements of any applicable agency having jurisdiction over the filing and/or sale of lots in residential subdivisions and the requirements of any federally or quasi-federal agency with respect to the qualification of the property for federally insured loans. And finally for the sale thereof in the secondary mortgage market including, but not limited to, the FHA, Fannie May, Freddie Mac, VA and Oregon DVA.

Section 8. Ownership and Maintenance of Tracts within Robins Garden.

- a) See attached "Maintenance of Private Streets, Sidewalks, Street Lighting, and Stormwater, Agreement" attached hereto and made apart thereof as if contained fully herein.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be duly executed the day and year first above written.

Vista NW, Inc.
R.W. Christensen

STATE OF OREGON, County of _____

This instrument was acknowledged before me on the _____ day of _____, 20____.

IN TESTIMONY WHEREOF, I have here unto set my hand and affixed my official seal the day and year last above written.

NOTARY PUBLIC FOR OREGON
My Commission expires: _____