

Deline Homeowners Association

PO Box 5091

Aloha, OR 97007

**Declaration of
Covenants, Conditions and Restrictions
(CC&Rs)**

And

By-Laws

Revised
January, 2008

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, Made on the date hereinafter set forth by Glen R. Gordon, Ardythe A. Gordon, David Dimeo, and Darlene A. Dimeo, hereinafter referred to as "Declarant".

WITNESSETH,

WHEREAS, Declarant is the owner of certain property in Washington County, Oregon which is more particularly known and described as Cross Creek IV and Cross Creek V, a plat of record in Washington County, Oregon and

WHEREAS, Declarant desires to subject said property to the conditions, restrictions, and covenants for the benefit of said property and its present and subsequent owners as hereinafter specified, and

WHEREAS, the power to enforce certain of said conditions, restrictions, and covenants is to reside in the Cross Creek IV and Cross Creek V Homeowners Association, a non-profit Oregon corporation organized under the laws of the State of Oregon, hereinafter referred to as "Association", and the members thereof

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, successors in interest and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

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

- a) "Dwelling house" and "garage" shall include both the main portion of such structures and all projections therefrom but shall not include the eaves of such structures, nor uncovered front porches or steps.
- b) "Lot" means one of the numbered parcels on the plats referred to in the description of the property covered hereby.
- c) "Building site" means either a numbered lot as shown on said plats, or a parcel consisting of a portion of any lot or contiguous portions of any two or more contiguous lots; provided, however that such parcel, if composed of a lot or portions of two or more contiguous lots, shall have a principal frontage of not less than sixty (60) feet, and an area of at least six thousand (6,000) square feet.
- d) "Street" means any street, highway, or other thoroughfare as shown on said plats.
- e) "Setback" means the minimum distance between the dwelling house or other structure referred to and a given street or line.
- f) "Street Frontage" means that portion of a lot or building site which borders on a street.

ARTICLE 11

- a) Declarant, as owner of said property or of any other property in Washington County, Oregon, which may be hereafter platted as Cross Creek IV and Cross Creek V, and which they or any of them may hereafter acquire, are, and all future owners of record of one or more building sites on said property or any other property which may hereafter be platted as Cross Creek IV and Cross Creek V, or who, while holding a contract for the purchase from Declarant of any building site on said property or such other property which may hereafter be platted as Cross Creek IV and Cross Creek V, shall reside upon the building site described in such contract, shall become members of said Association. Such ownership or such holding of a contract of purchase and residence shall be the sole qualification for membership in said Association and a certificate of membership shall be issued to the members of the Association accordingly. When such qualification shall cease as to any member, membership of member shall lapse and the certificate therefore be void.
- b) The voting power and the property rights and interests of each member of the Association shall be unequal, and are defined in the Articles of the Cross Creek IV and Cross Creek V Homeowners Association.

ARTICLE III

- a) No building site on said property shall be used for any purpose other than residential purposes unless otherwise shown on the official recorded plat, except Track A & B, of said plat, which are reserved for park purposes.
- b) No animals or fowls shall be raised, kept, or permitted upon said property or any part thereof, excepting only domestic dogs or cats and excepting caged pet birds kept within the dwelling house, provided said dogs, cats, and pet birds are not kept, bred, or raised for commercial purposes or in unreasonable numbers.
- c) Said property shall not, nor shall any part thereof, be used for the purpose of exploring for, taking therefrom, or producing therefrom gas, oil, or other hydrocarbon substances.
- d) No noxious or offensive activity shall be carried out upon said property or any part thereof, nor shall anything be done or maintained thereon which may be or become any annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district.
- e) It shall be the duty of the owner or the occupant of any building site to maintain in proper condition the area between the property line of said building site and the nearest curb or improved street, including public sidewalks within said area, and no trucks, campers, trailers, or boats shall be parked or permitted to remain in said area.
- f) No property owner shall remove or significantly alter any tree in any street, right-of-way, park, recreational area, or planting reservation unless permission in writing is first granted by the Association.

- g) No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Waste shall be kept in sanitary containers. All incinerators or other equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE IV

The designated common and recreational areas shall be reserved for the exclusive use of all resident owners and renters (in good standing) of the property within the subdivision and others as may be designated at a later date by the Board of Directors of the Deline Homeowners Association. Such usage shall be short term and all such parties will secure and provide written proof that all appropriate insurances, permits, or other required documents have been secured prior to the actual use of the green-way, sports court, or other area. Any individual or group using the area shall accept all risk of injury or loss and provide the Board with a written release to this effect. All such users shall agree to defend the association in any legal action that may result from such use and agree to indemnify the Association Directors, former Directors, and Members for any loss resulting from any action, suit, or proceeding (including attorney's fees). The Board may elect to require a deposit or a non-refundable clean-up fee or a combination of both to assure clean-up of the area and repair of any damage that may have occurred while being used by the individual or group.

ARTICLE V

- a) No building may be erected or maintained on any building site except one single-family dwelling house not more than two stories in height above the main floor level, designated for occupancy by not more than one family, together with a private garage, which garage shall conform generally in architectural design and exterior materials and finish to the dwelling house to which it is appurtenant. Unless approved in writing by the Association, no outhouse of any kind, tent, shed or trailer, or any other temporary dwelling, shall be erected or maintained on any building site or be used for living purposes, nor shall any garage be used for dwelling purposes.
- b) No building shall be in any manner occupied while in the course of original construction or until it complies with all requirements as to area and with all other conditions and restrictions applicable thereto. The construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until fully completed. Every building, fence, wall, or other structure placed on any part of said property shall be constructed with new material, unless the use of other than new material shall have received the written approval of the Association. No buildings constructed elsewhere shall be moved to or placed on said property except with the written approval of the Association.

ARTICLE VI

- a) No hedge, fence, hedge wall, boundary wall, retaining wall or similar structure shall be erected or maintained between any setback line of any building site and any street line

serving as a boundary line for such building sites unless approval of the Declarants or the Homeowners Association as to material, form, size, and color is first obtained. Planting reservations or protective screening areas are established as shown on the recorded plat. Planting, fences or walls shall be maintained throughout the entire length of such area by the owner or owners of the lots through which the planting reservation or protective screening area runs at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen, fence or wall, utilities or drainage facilities, or sidewalks shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purposes of installation and maintenance of screening, utilities and drainage facilities.

- b) All outside television and radio aerials and antennas are absolutely prohibited, unless prior written approval is given by the Association.

ARTICLE VII

- a) No dwelling house, garage, fence, wall, or other structures upon any portion of said property shall be erected or constructed, and no alterations which would materially alter the exterior appearance of any such structure shall be made unless a complete set of plans and specifications therefor, including the exterior color scheme, together with a block plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Homeowners Association, and a copy of such plans as finally approved deposited for permanent record with the Association. Said plans and specifications shall be submitted in writing for approval, over the signature of the owner of the building site or over the signature of his duly authorized agent, on a form satisfactory to the Association.

The approval of said plans and specifications may be withheld not only because of their noncompliance with any of the specific conditions, covenants, and restrictions contained in this Declaration, but also because of the dissatisfaction of the Association with any or all other matters or things which, in the judgement of the Association, would render the proposed structure inharmonious with the general plan of improvement of said property or with the structures erected on other building sites in the immediate vicinity of the building site upon which said structure is proposed to be erected. No provisions herein contained shall apply to improvements or structures within the common or recreational areas.

- b) A dwelling house of one story in height above the main floor level shall have a minimum ground floor area of one thousand square feet and one and one-half story or two story dwelling house shall have a minimum ground floor area of nine hundred square feet (all exclusive of porches, patios, basements, and garages).
- c) Dwelling houses and garages erected on said property shall have a minimum setback from the front street of fifteen feet and from the side street of zero feet from the property line.
- d) Any agent or officer of the Association may at any reasonable hour or hours, after reasonable notice, enter and inspect any of said property as to its maintenance or improvements to determine if there has been compliance with the provisions hereof; and the Association, and/or any agent, or officer thereof, shall not hereby be deemed guilty of any manner of trespass for such entry or inspection.

- e) The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association showing that the plans and specifications for the improvements or other matters herein provided for have been approved, and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing or insuring title to said property, or any portion thereof, or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer in action thereon. After the expiration of one year following the issuance of a building permit therefor by municipal or other governmental authority, any structure, work, improvement, or alteration shall, as to any purchaser or encumbrancer in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof, unless a notice of non-compliance executed by the Association shall have appeared of record in the office of the County Clerk of Washington County, State of Oregon, or unless legal proceedings shall have been instituted to enforce completion or compliance.

ARTICLE VIII

- a) No sign or other advertising device of any character shall be erected on any one lot or building site or maintained upon any part of said property except one sign not larger than 18" X 24", advertising the property for sale or for rent, and/or a sign bearing name of occupant and or address shall not be erected apart from the basic residence/garage structure without the prior approval of the Board of Directors. Sign size shall not exceed 200 inches and design materials and color shall be compatible with residential nature of the surroundings; provided, however, that this provision shall not apply to the Declarant, or their assigns or successors, in the development of said property.
- b) Declarants hereby reserve to themselves, their successors, heirs and assigns, the right to create perpetual easements under, over, and across strips of land five feet in width running along the interior to the side lines and rear lines of each building site owned by them respectively for the purpose of erecting, constructing, maintaining and operating sewers and drainage systems, and poles, pipes, wires, cables, guys, anchors and conduits for lighting, heating, power, telephone and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon or above the surface of the within said five foot strips of land, and Declarants reserve the right to cut and/or trim any tree or other growth or such five foot strips which may interfere with or menace the construction, maintenance, or operation of said utilities. If said easements are not created by the time the Declarant has transferred ownership in all lots, then this reservation is terminated.
- c) It is the intent of these restrictions that vacant land be maintained in a reasonably presentable condition, therefore, the Association shall have the right at all times to enter upon any lot or parcel of said property that is vacant or unplanted or untenanted by the owner thereof, after reasonable notice to the owner thereof, to remove debris, weeds, or other waste material and to plant or replace, trim, cut back, remove, replace, cultivate, and/or maintain hedges, trees, shrubs, plants, or lawns, and to charge the expense thereof to the said owner as an assessment to be collected in the manner provided in Article IX. Reasonable notice as used in this subsection shall mean mailing by certified mail to the last known address as shown on the

books of the Association, ten days before entry to be made. This article does not apply to property owned by Declarant during development and marketing of this entire tract.

- d) In order to maintain the quality and appearance of this residential district in the case of an occupied lot, action may be taken by the board to correct unsightly damage and/or deterioration to exterior structures and to remove unsightly debris, weeds, uncut grass, inoperable vehicles or any other waste material left on said property in public view. Such action may be taken upon a written complaint to the board from a homeowner. To assure that malicious or frivolous complaints are not entertained, a simple majority of the board will review the conditions triggering the complaint prior to taking action to the allegation. A certified letter will be sent to the homeowner in question stating the complaint and the required remedial action. The offending owner of record will be given 30 days after receipt of certified letter to correct the cited conditions. Failing to obtain corrective action within 20 days, the Association will issue a second certified letter to the offending homeowner before Association initiates corrective action. Ten days after the homeowner's receipt of the second certified letter, the Association will act to correct the offending conditions and charge the expense to the owner. Failure of owner of record to reimburse the Association for cost of remedial action will result in placement of lien upon the offending property.

ARTICLE IX

- a) All said property excepting property now or hereafter occupied, dedicated or reserved for recreation, recreation facilities, parks, park-like strips or areas, community facilities, streets, sidewalks, footways, water systems, sewage systems and other public service and community facilities and building sites during such time as they are not accessible from an improved public street shall be subject to an annual charge or assessment as hereinafter specified; provided, however, that said charge or assessment as hereinafter specified, shall not apply to any building site until a residence has been constructed thereon and said residence has been occupied as a dwelling, or said building site has been deeded to an owner who intends to occupy the same as a dwelling, whichever event first occurs.
- b) Said annual charge or assessment, when imposed, shall be upon and against each building site subject thereto and the whole thereof; the amount thereof shall be determined annually by the Board of Directors but shall not exceed Seventy Five (\$75.00) per year per building site unless three-fourths (3/4) of members in good standing in attendance vote to increase the same either at the annual or special meeting called for that purpose.
- c) The right to fix (subject to the limitations herein prescribed), collect and enforce the collection of such charges or assessments, including interest thereon, and expend the same, shall be vested in the Association.
- d) Each annual charge or assessment shall be fixed in advance at the time of the June board meeting covering the following fiscal year July 1 through June 30 of the following year. Each such charge or assessment shall be due on the 1st day of July in the year it is fixed, and said amount shall thereafter be delinquent on the 31st of July and bear the maximum amount of interest allowed by law per annum. The Secretary of the Association shall file in the office of the County Recorder of Washington County, State of Oregon, within 120 days after delinquency, a statement of lien on the whole amount of any charges or assessments, together with interest as aforesaid, which have become delinquent with respect to any portion of said property and upon payment in full thereof shall execute and file a proper release of the lien

securing the same. The aggregate amount of such assessment with interest as aforesaid shall constitute a lien on the whole building site with respect to which it is fixed from the date of notice of delinquency thereof is filed in the office of the County Recorder of Washington County, State of Oregon, until the same is released as herein provided. Such lien may be enforced by the Association in the manner provided by law with respect to a lien on real property; and in the event of foreclosure of such lien the property owner shall be liable for the costs and disbursements, including reasonable attorney's fees of Declarant or of said Association, all of which costs, disbursements and fees shall be secured by such lien.

- e) The purchasers of portions of said property by the acceptance of deeds therefor, whether from Declarant or subsequent owners of said property, or by the signing of contracts or agreement to purchase the same, shall become personally obligated to pay such charges or assessments, including interest upon the portion or portions of said property purchased or agreed to be purchased by them, and shall thereby become subject to the right and power of the Association to institute proceedings for the collection of such charges, assessments and interest and the enforcement of the liens securing the same. Such rights and powers shall continue in the Association, and such obligations shall run with the land so that the successor owner of record of any portion of said property, and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable for the payment of such charges or assessments together with interest on such as may have become delinquent. Delinquent charges or assessments together with interest and the cost of collection shall be a continuing lien on the property and shall bind such property in the hands of the then owner or contract purchaser, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner or contract purchaser to pay such charges and assessments however shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them and approved by the Association.

Any sale or transfer of said property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure shall not relieve such property from liability for any charges or assessments thereafter becoming due nor from the lien of any such subsequent charge or assessment.

- f) The proceeds received from said charges or assessments shall be applied to the payment of any or all of the following:
 - 1. Expenses incident to the enforcement of the restrictions, conditions, covenants, charges and agreements contained in this Declaration and the collection of the charges or assessments provided for in this article.
 - 2. Real and personal property taxes and assessments levied by any branch of government.
 - 3. To acquire, build, operate and maintain parks, recreation areas, playgrounds, swimming pools, community halls, club houses, including buildings, structures and personal property incident thereto.
 - 4. To acquire, build, operate, repair and maintain streets, sidewalks, footways, water systems, sewerage systems and other public services including buildings, structures and personal properties incident thereto.
 - 5. Other expenses incurred by the Association and deemed necessary by the board.

In the event unusual circumstances, such as natural and man made disasters, necessitate extraordinary expenditures for repairs, improvements or additions to the amenities as enumerated in (f) above, a special and additional energy assessment not to exceed \$25.00 per building site may be charged upon an affirmative vote of 2/3 of the members of said Association, as cast either at the annual or special meeting called for that purpose. This provision is to be used only in emergency situations of community-wide crisis.

ARTICLE X

- a) In construing this Declaration or any part thereof, stipulations which are necessary to make this Declaration or any of its terms or provisions reasonable, are implied.
- b) The determination by any court that any of the provisions of this declaration are unlawful or void shall not affect the validity of any of the other provisions hereof.
- c) All of the conditions, restrictions and charges set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building, occupation and maintenance hereby adopted therefore by Declaration; and such conditions, restrictions and charges shall run with the land and shall continue and be in full force and effect until extinguished, or modified as herein provided. Except as provided in Article IX (b) the conditions, restrictions and charges set forth in this Declaration may be changed by a written agreement executed by the then record owners of seventy-five per cent or more in area of said property then subject to the Declaration exclusive of streets, parks and open spaces, said agreement to be placed of record in the Office of the Recorder for Washington County, Oregon. The conditions, restrictions and charges, and any of them, may be changed, modified or extinguished at any time by an instrument executed by the Association acting by its President and Secretary under authority of a Resolution to that effect adopted by a majority of seventy-five per cent or more of the votes cast in favor of such resolution at a meeting of the members of the Association called for that purpose upon such notice to said members as may be prescribed by the By-Laws of the Association. The conditions and restrictions and charges, or any of them, may not be changed, modified or extinguished by the Association so long as the Declarant owns any lot or lots or portions of lots in said subdivision unless the Declarant shall have first given its written approval to such change; and the charges and assessments may not be reduced below the amount sufficient to pay annual debt service charges including provisions for debt service reserves so long as the Association shall have outstanding indebtedness incurred in connection with the acquisition, ownership, development, improvement, operation and maintenance of the property, facilities and services enumerated in Article IX (f). Provided, further, that the Declarant reserves for themselves, their successors and assigns, the right and power so long as the ownership of the affected property or any of the requirements contained herein pertaining to setbacks and minimum principal frontage and minimum square foot area of building sites or any of them as to said property.

ARTICLE XI

In any legal or equitable proceeding by Declarant or the Association, or both, or the owner or owners of any portion of said property or their and each of their legal representatives, heirs, successors and assigns, for the enforcement or to restrain a violation of this Declaration or any provisions thereof, the losing party shall pay to the prevailing party such attorney's fees as the court may deem reasonable in such suit or action. However, nothing contained in this

Declaration or in any form of deed which may be used by Declarant or their successors, heirs or assigns, in selling said real property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion or re-entry for breach or violation of any one or more of the provisions thereof.

ARTICLE XII

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

ARTICLE XIII

If upon the erection of the first improvement upon any of the residential lots which are subject to these restrictions, it is disclosed by survey that a minor violation or infringement of the setback lines has occurred, such violation or infringement may be waived by the written consent and waiver of the owners of the residential lots immediately adjoining on either side of the residential lot upon which the violation or infringement occurs and such waiver shall be binding upon all other owners of residential lots which are subject to these restrictions and shall nullify the provisions herein insofar as any right of suit or action occurs by reason of such violation so waived. Nothing herein contained shall prevent the prosecution of a suit for any violation of these restrictions. For the purpose of defining a "minor violation" as herein contained, such violation shall not be more than two (2) feet beyond a setback line as herein set forth. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to such structure.

ARTICLE XIV

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant, the Association, and the owner or owners of any portion of said property, and their and each of their legal representatives, successors, heirs and assigns, and failure by Declarant or by the Association or by any of the property owners or their legal representatives, heirs, successors or assigns to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so.

Although Declarant is empowered to enforce any and all of the provisions contained within this Declaration, said Declarant is, by the terms of this agreement, in no way obligated and the failure of Declarant to enforce or cause to be enforced any of these provisions shall not be deemed or considered a breach of duty or contract by Declarant, nor give rise to any cause of action or suit for failure to so enforce any provisions herein.

ARTICLE XV

Any or all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the prerogatives of Declarant 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 prerogatives and be subject to the same obligations and duties as are given to and assumed by Declarants or any of them herein.

ARTICLE XVI

- a) Wherever used in this declaration, Recreational Vehicle (RV) shall have the meaning of Any vehicle such as a motor home, trailer of any kind, camper, boat with or without a boat trailer, All Terrain Vehicle (ATV), or similar vehicle.
- b) In order to maintain the quality and appearance of this residential district, Association members must abide by the following restrictions to park or place an RV on any building site for any purposes. Any exceptions to the CC&Rs regarding RV storage on building sites granted by the Board prior to the date of this amendment is considered null and void.

Only one RV is allowed per building site.

RV must be maintained in excellent visual condition, including, but not limited to maintaining clean exterior, no fluid leaks, no flat tires, and having no other obvious visual disrepair. RV must not be used for storage of trash, rubbish, building materials, or any other item.

If a cover is used, the covering must be commercially made for its intended use, fitted, and in excellent visual condition. Structures used to cover RVs are subject to the pertinent sections of these CC&Rs.

RV must have current and valid license registration per local government requirements. RV must be owned by the current resident of the dwelling house, whether Association member or rental.

RV must not be used for living purposes.

RV must be parked on the driveway or behind the line defined by the front of the dwelling house or garage that faces the street. RV can not be parked or placed on any street within the Association. RV can not obstruct sidewalk or other path. Where an RV is parked on a driveway, the RV must be parked straight in the driveway.

For purposes of maintenance or preparation for use, an RV is allowed to be on a building site or street without abiding by the regulations set above for a period of seven days in any 3 month period.

- c) The resident of record will incur a daily penalty of \$15 for each day the RV is violating the CCRs. If a situation requiring a penalty is rectified and the same RV is again in violation, the penalty increases to \$50 per day. The owner will be required to correct the problem immediately and pay the penalty within 120 days. After 120 days, failure of owner to reimburse the Association for penalty and any other costs incurred will result in placement of lien upon the offending property and further legal action.

To assure that malicious or frivolous complaints are not entertained, a simple majority of the board will review the conditions triggering the complaint prior to taking action to the allegation. A written notice will be placed conspicuously on the offending RV and Dwelling House door stating the complaint and the required remedial action. The offending

resident of record will be given seven days after posting of the notices to correct the cited conditions. Failure to obtain corrective action within seven days, the Association will charge the penalty to the resident and post a second notice conspicuously on the offending RV and Dwelling House door stating the complaint and the required remedial action.

- d) All Amendments and New Provisions are subject to Article XIV. All other provisions in the CC&Rs remain constant and unchanged.

The right to use the RV storage is available to all owners. In situations of limited capacity, the Board has explicit rights to prioritize storage of resident's RVs. Furthermore, the Board has explicit rights to enforce RV storage guidelines. Any action that affects the use of the storage area, including easements or the use by non-Association members, must be approved by a majority vote of the homeowners in the Association as "majority vote" is defined pursuant to the December 22, 1991 Declaration of Covenants, Conditions and Restrictions of the Deline Homeowners Association. Any such action not approved by a majority vote shall be null and void. This provision became effective March 8, 1997

IN WITNESS WHEREOF the undersigned Declarant has hereunto set his hand and seal this 21 day of May, 1975.

ss/ Glen Gordon

ss/ David Dimeo

ss/ Ardythe A. Gordon

ss/ Darlene A. Dimeo

Deline Homeowners Association
Amendments To
Declaration of Covenants, Conditions, and Restrictions

At the fifteenth annual meeting of the Deline Homeowners Association held May 1, 1991, the following amendments to the Declaration of Covenants, Conditions and Restrictions were approved:

Article IV:

Old language after title deleted and replaced with the following:

The designated common and recreational areas shall be reserved for the exclusive use of all resident owners and renters (in good standing) of the property within the subdivision and other as may be designated at a later date by the Board of Directors of the Deline Homeowners Association. Such usage shall be short term and all such parties will secure and provide written proof that all appropriate insurances, permits or other required documents have been secured prior to the actual use of the greenway, sports court, or other areas. Any individual or group using the area shall accept all risk of injury or loss and provide the Board with a written release to this effect. All such users shall agree to defend the association in any legal action that may result from such use and agree to indemnify the Association Directors, former Directors and Members for any loss resulting from any action, suit, or proceeding (including attorney's fees). The Board may elect to require a deposit or a non-refundable cleanup fee or a combination of both to assure clean up of the area and repair of any damage that may have occurred while being used by the individual or group.

Article IX (b)

Old language deleted and replaced with the following:

Said annual charge or assessment, when imposed shall be upon and against each building site subject thereto and the whole thereof; the amount thereof shall be determined annually by the Board of Directors but shall not exceed forty-six dollars (\$46.00) per year per building site unless three fourths (3/4) of the members in good standing in attendance vote to increase the same either at the annual meeting or special meeting called for that purpose.

Notarized and filed 5/31/1991.

To whom it may concern:

On May 2, 1990, at its annual meeting, the Deline Homeowners Association approved amendments to its Declaration of Covenants, Conditions & Restrictions as follows:

Article IV

The designated common and recreational areas shall be reserved for the exclusive use of all resident owners and renters of property within the subdivision and others as may be designated at a later date by the Board of Directors of the Cross Creek IV and Cross Creek V (Deline Homeowners Association) Homeowners Association providing the Board of Directors designation is for use on a 24 hour basis only, no long term usage unless approved by the association majority of three-fourths (3/4) of the members vote either at the annual or special meeting called for that purpose. A deposit may be required to cover the cost of clean up and or damage to the greenway. Ownership of common and recreational areas, services, and facilities including all improvements and developments to the same, shall be vested in the declarant, until such time all indebtedness incurred in connection with the acquisition, ownership, construction or improvement of such areas and facilities has been paid and thereafter until such time a Declarant at its option shall transfer title to such areas and facilities.

Article VIII

(a) No building may be erected or maintained on any building site except one single-family dwelling house not more than two stories in height above the main floor level, designated for occupancy by not more than one family, together with a private garage, which garage shall conform generally in architectural design and exterior materials and finish to the dwelling house to which it is appurtenant. Unless approved in writing by the Association, no outhouse of any kind, tent, shed, or trailer, or any other temporary dwelling, shall be erected or maintained on any building site or be used for living purposes, nor shall any garage be used for dwelling purposes. Further, no trailer, camper, pickup coach, tent, boat, truck (except pickup), or inoperable vehicle shall be parked, placed, erected, maintained or constructed on any building site for any purpose except the trailers, campers, pickup coaches, tents or boats which can be and are stored completely within full enclosed structures and are not used for living purposes will not be in violation of these restrictions, unless with prior written approval from the Association.

(d) In order to maintain the quality and appearance of this residential district in the case of an occupied lot, action may be taken by the board to correct unsightly damage and or deterioration to exterior structures and to remove unsightly debris, weeds, uncut grass, inoperable vehicles or any other waste material left on said property in public view. Such action may be taken upon a written complaint to the board from a homeowner. To assure that malicious or frivolous complaints are not entertained, a simple majority of the board will review the conditions triggering the complaint prior to taking further action to the allegation. A certified letter will be sent to the homeowner in question stating the complaint and the required remedial action. The offending owner of record will be given

30 days after receipt of certified letter to correct the cited conditions. Failing to obtain corrective action within 20 days, the association will issue a second certified letter to the offending homeowner before association initiates corrective action. Ten days after the homeowner's receipt of the second certified letter, the association will act to correct the offending conditions and charge the expense to the owner. Failure of owner of record to reimburse the association for cost of remedial action will result in placement of lien upon the offending property.

Article IX

(f) The proceeds received from said charges or assessments shall be applied to the payment of any or all of the following:

(1) Expenses incident to the enforcement of the restrictions, conditions, covenants, charges and agreements contained in this Declaration and the collection of the charges or assessments provided for in this article.

(2) Real and personal property taxes and assessments levied by any branch of government.

(3) To acquire, build, operate and maintain parks, recreation areas, playgrounds, swimming pools, community halls, club houses including buildings, structures and personal property incident thereto,

(4) To acquire, build, operate, repair, and maintain streets, sidewalks, footways, water systems, sewage systems and other public services including buildings, structures and personal properties incident thereto.

(5) Other expenses incurred by the Association and deemed necessary by the Board.

Notarized and filed on 9/17/90.

Deline Homeowners Association
Change To
Covenants, Conditions and Restrictions
May 1988

At the twelfth Annual Deline Homeowners Association Meeting, held on May 3 1988, a revision was approved. This revision increases the annual dues from \$36.00 to \$41.00. The exact verbiage to be included in the bylaws is as follows:

Article IX Section (b)

(b) Said annual charge or assessment, when imposed shall be upon and against each building site subject thereto and the whole thereof; the amount thereof shall be determined annually by the board of directors but shall not exceed forty-one dollars (\$41.00) per year per building site unless three fourths (3/4) of the members in good standing in attendance vote to increase the same either at the annual meeting or special meeting called for that purpose.

Notarized and filed on 5/2/89.

Amendments to the Declaration of Covenants, Conditions and Restrictions belonging to the Deline Homeowners Association.

Original Declaration recorded in Book 1024-556.

First Amendment recorded in Book 81-17786.

Second Amendment recorded in document # 82009488.

This third amendment was voted on Feb. 3, 1983.

This forth amendment was voted on at a special meeting on March 31, 1983.

ARTICLE IV of the Declaration now reads: Passed Feb. 3, 1983

The designed common and recreational areas shall be reserved for the exclusive use of all owners of property with the sub-division and others as may be designated at a later date by the Board of Directors of the Cross Creek IV and Cross Creek V (Deline Homeowners Association) Homeowners Association providing the Board of Directors designation is for use on a 24 hour basis only, no long term usage unless approved by the association majority of three-fourths (3/4) of the members vote either at the annual or special meeting called for that purpose. A deposit may be required to cover the cost of clean up and or damage to the greenway. Ownership of common and recreational areas services, and facilities including all improvements and developments to the same, shall be vested in the declarant, until such time all indebtedness incurred in connection with the acquisition, ownership, construction or improvement of such areas and facilities has been paid and thereafter until such time a Declarant at its option shall transfer title to such areas and facilities.

ADDITION of a new section to ARTICLE VIII: Passed March 31, 1983

ARTICLE VIII - Section (d)

(d) In order to maintain the quality and appearance of this residential district in the case of an occupied lot, action may be taken by the board to correct unsightly damage and or deterioration to exterior structures and to remove unsightly debris, weeds, uncut grass or other waste material left on said property in public view. Such action may be taken upon a written complaint to the board from a homeowner. To assure that malicious or frivolous complaints are not entertained, a simple majority of the board will review the conditions triggering the complaint prior to taking further action the allegation. A certified letter will be sent to the homeowner in question stating the complaint and the required remedial action. The offending owner of record will be given 30 days after receipt of certified letter to correct the cited conditions. Failing to obtain corrective action within 20 days, the association will issue a second certified letter to the offending homeowner before association initiates corrective action. Ten days after the homeowner's receipt of the second certified letter, the association will act to correct the offending conditions and charge the expense to the owner. Failure of owner of record to reimburse the association for cost of remedial action will result in placement of lien upon the offending property.

These changes notarized and filed on April 2, 1983.

Amendments to the Declaration of Covenants, Conditions and Restrictions belonging to the Deline Homeowners Association.

Original Declaration recorded in Book 1024-556.

First Amendment recorded in Book 81-17786.

Second Amendment: Voted on Feb. 2, 1982. Article IX - Section b and Article IX - Sect. d.

ARTICLE IX

(b) Said annual charge or assessment, when imposed, shall be upon and against each building site subject thereto and the whole thereof: the amount thereof shall be determined annually by the Board of Directors but shall not exceed three dollars (\$3.00) per month per building site unless three-fourths (3/4) of the members in good standing in attendance vote to increase the same either at the annual or special meeting called for the purpose.

(d) Each annual charge or assessment shall be fixed in advance at the June Board meeting covering the following fiscal year July 1 through June 30 of the following year. Each such charge or assessment shall be due of the first day of July in the year it is fixed, and said amount shall thereafter be delinquent of the 31st of July and bear the maximum amount of interest allowed by law per annum. The Secretary of the association shall file in the office of the County Recorder of Washington County, State of Oregon, within 120 days after delinquency, a statement of lien on the whole amount of any charges or assessments, together with interest as aforesaid, which have become delinquent with respect to any portion of said property and upon payment in full thereof shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessment with interest as aforesaid shall constitute a lien on the whole building site with respect to which it is fixed from the date the notice of delinquency thereof is filed in the office of the County Recorder of Washington County, State of Oregon, until the same is released as herein provided by law with respect to lien on real property; and in the event of foreclosure of such lien the property owners shall be liable for the costs and disbursements, including reasonable attorney's fees of Declarant or of said Association, all of which costs, disbursements and fees shall be secured by such lien.

NOTARIZED 11/6/82 AND FILED 4/16/82

Deline Homeowners Association amended Declaration of Covenants and Restrictions.
Dated May 21, 1981.

Following are the corrections made to the original Declaration RECORDED ON:

Book 1024 Page 556
Article VIII - (a)

(a) No sign or other advertising device of any character shall be erected on any one lot or building site or maintained upon any part of said property except one sign not larger than 18" x 24", advertising the property for sale or rent, and/or a sign bearing name of occupant and or address shall not be erected apart from the basic residence/garage structure without the prior approval of the Board of Directors. Sign size shall not exceed 200 inches and design materials and color shall be compatible with residential nature of the surroundings: provided, however, that this provision shall not apply to the Declarant, or their assigns or successors in the development of said property.

Book 1024 Page 558
Article IX - (d)

(d) Each such annual charge or assessment shall be fixed in advance on or about the 1st day of July of each year, covering the ensuing (12) twelve months ending the 30th day of June of the following year. Each such charge or assessment shall be due and payable on the 15th day of November in the year in which it is fixed, and if not then or theretofore paid shall thereafter be delinquent and bear the maximum amount of interest allowed by law per annum. The Secretary of the Association shall file in the Office of the County Recorder of Washington County, State of Oregon, within 120 days after delinquency, a statement of lien on the whole amount of any charges or assessments, together with interest as aforesaid, which have become delinquent with respect to any portion of said property and upon payment in full thereof shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessment with interest as aforesaid shall constitute a lien on the whole building site with respect to which it is fixed from the date the notice of delinquency thereof is filed in the office of the County Recorder of Washington County, State of Oregon, until the same is released as herein provided by law with respect to lien on real property; and in the event of foreclosure of such lien the property owners shall be liable for the costs and disbursements, including reasonable attorney's fees of Declarant or of said Association, all of which costs, disbursements and fees shall be secured by such lien.

THESE REVISIONS HAVE BEEN VOTED ON AT ANNUAL MEETING AND
PASSED AND ARE TO BE AMENDED TO EXISTING DECLARATION OF
COVENANTS AND RESTRICTIONS OF DELINE HOMEOWNERS ASSOCIATION.

DATED AND NOTARIZED MAY 21, 1981. FILED MAY 27, 1981