

WHEN RECORDED, RETURN TO:
Schneider Homes, Inc.
6510 Southcenter Blvd.
Tukwila, WA 98188

FOR RECORDER'S USE ONLY

MEADOWS AT OAK CREEK
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

WHEREAS, SCHNEIDER HOMES, INC., a Washington corporation, (herein referred to as Declarant), is acquiring certain real property in Linn County, City of Albany, Oregon, may acquire other property in Linn County, and is the owner of the property platted as Meadows at Oak Creek (also known under the marketing name of "Brookfield"), according to the plat thereof recorded in Book 19, page 17 on March 14, 1996 in Linn County, Oregon, located in the SW 1/4, NW 1/4, NE 1/4 and SE 1/4 of Section 24, Township 11 South, Range 4 West, Willamette Meridian, and the Robert E. Harman Donation Land Claim No. 77, City of Albany, Linn County, Oregon, and desires to establish a plan of private subdivision for all of such properties. In order to provide for land use restrictions as a part of such plan, Declarant does hereby declare and establish the following restrictions, covenants and easements appurtenant:

ARTICLE A
Definitions

Section 1. Definitions. As used herein:

1. The word "Plat" shall refer to the plat of Meadows At Oak Creek or other plat of real property which may hereafter be made subject to, the provisions hereof by written instrument signed by Declarant as provided in Section 4, Article F.
2. The word "Lot" shall refer to a lot as shown on any Plat as defined hereby but shall not include a parcel designated as "Tract" on a Plat.
3. The word "Subdivision" shall refer to the real property included within any Plat as defined hereby.
4. The words "Community Organization" shall refer to the Meadows at Oak Creek Community Organization, a nonprofit corporation formed for the purpose of enforcing these covenants and providing other things that may benefit its members.
5. The word "Committee" is defined as the Architectural Control Committee as provided in Article C.

ARTICLE B
Building and Land Use Restrictions

Section 1. Improvements. No dwellings, residences, out-building, fence, wall, building, pool or other structure or other improvement shall be erected, altered, placed or maintained on any Lot unless it shall comply with the following:

- (a) Prior to placing any such structure or making any such improvement on the Lot, the plans and specifications for the structure or improvement and a request for approval shall be submitted to and approved by the Committee as provided in Article C. When constructed or placed on the Lot, the structure or improvement shall substantially conform to the plans and specifications as approved by the Committee.
- (b) Prior to making any change or alteration to the external appearance of any improvement on a Lot, including but not limited to, fencing, additions, painting, decks or accessory structures, plans and specifications for the alteration and change shall be submitted to and approved by the Committee as provided in Article C. When made, the changes or alteration shall substantially conform to the plans and specifications as approved by the Committee.
- (c) Once started, the work of constructing, altering, repairing or reconstructing any structure or improvement on a Lot shall be diligently prosecuted until completion thereof and in any event the exterior of the structure shall be completed and finished within six months after the work first commences.

No "amateur" home construction is allowed in this plat, and no structure may be placed or erected on a Lot except by a person or firm holding a valid contractor's license.

(d) All buildings and improvements on a Lot shall be of permanent construction, and no temporary structure, trailer, mobile home, tent, garage, outbuilding or other similar device shall be placed on any Lot, except with the permission of the Committee incident to and during the construction of the first permanent improvement on the Lot.

96-0047
AFTER RECORDING RETURN TO:
OREGON TITLE INSURANCE COMPANY

RECORDED BY OREGON TITLE AS AN ACCOMMODATION ONLY. NO LIABILITY IS ACCEPTED FOR THE CONDITION OF TITLE OR FOR THE VALIDITY, SUFFICIENCY OR EFFECT OF THIS DOCUMENT.



(e) Accessory buildings which are appurtenant to the use of an existing permanent residential building shall be permitted on a Lot, which permitted accessory buildings shall include, without limitation, garages, greenhouses, playhouses, toolsheds, woodsheds, doghouses and gazebos. No permitted accessory building shall be placed on a Lot unless it has been first approved as to the design and location on the Lot by the Committee. Further, no improvements shall be started without first obtaining any and all necessary permits from the proper and applicable governmental agency or agencies. The Committee may refuse to approve a permitted accessory building if, in the exercise of the discretion of the committee, the structure detracts from the general visual appearance of the neighborhood as seen from the streets. The location of a permitted accessory building, other than garages, shall be at a place which minimizes the visual impact and as a general guideline shall be in the side or rear yard behind the front of the house. The Committee shall not be bound by the guidelines, but may exercise its discretion in that respect.

(g) No building or structure shall be located within any building setback line or Tract 1 drainage easements or wetlands & open space as shown on the Plat. All structures and improvements shall comply with the City of Albany setback requirements, as amended from time to time, provided that nothing herein shall require removal of a building originally placed in conformity with such Code because of change in the Code.

(h) No fence, wall or hedge shall be permitted to exceed three (3) feet in height if it is nearer to any street than a building is permitted under paragraph (g) of this Section 1, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than three (3) feet above the finished grade at the back of said retaining wall. No fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above the ground. No chain-link fencing shall be permitted on a Lot within the plat.

(i) No exterior aerials, antennas or microwave receivers (satellite dishes) larger than 18" in diameter for television or other purposes shall be permitted to be installed on any lot in the plat. Permitted exterior aerials, antennas or microwave receivers (satellite dishes) may not be installed on the front side of any home or lot in a location where it can be viewed from any street or other home. Homeowners desiring to install any such exterior equipment must obtain prior written approval from the Architectural Control Committee, which permission may be refused for any reason deemed appropriate by the Committee.

(j) No lines or wires for the transmission of electric current or television or telephone signals shall be constructed, placed or permitted to be placed outside of the buildings of a Lot, unless the lines and wires shall be underground or in conduit attached to a building, and all appropriate permits obtained from the proper and applicable governmental agencies.

Section 2. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. Pet dogs shall be restrained to the owner's property and shall not be allowed to roam the development. Dogs shall be under the control of the owner and attached to a lead when off the owner's property.

Section 3. Signs. No sign of any kind shall be displayed to the public view on any Lot except entry signs identifying the neighborhood; One sign of not more than five (5) square feet advertising the property for sale or rent; and signs and other marketing displays used by the Declarant or builder of a residence on the lot to advertise and identify the property during the construction and sales period.

Section 4. Nuisances. No lot shall be used or maintained as a dumping ground for rubbish; and trash, garbage or other waste shall be kept in sanitary containers designed for that purpose. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and put out of sight. Nothing shall be done on a Lot which may become a nuisance to the neighborhood.

Section 5. Businesses. No trade, craft business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Lot or within any building located in this Subdivision in violation of any zoning codes applicable for this plat. This paragraph, however, should not be construed to deny the right to have a "home office" to conduct passive or intermittent business activities so long as such business activities do not constitute a nuisance.

Section 6. Storage. No goods, equipment, vehicles (including busses, boats, motor homes and trailers of any description) or materials or supplies used for private purposes shall be kept, stored, dismantled or repaired outside of any building or approved fence or permitted accessory building on any Lot, or on the street adjacent to a Lot. Nor will vehicle or equipment storage be allowed on any Open Space Tract except in such areas as may be specifically designated for such storage by Declarant or Directors of the Meadows at Oak Creek Community Organization through its Rules and Regulations and approved for such use by the City of Albany.

Section 7. Firearms and Related Activity. No firearm, crossbow, bow and arrow, or air gun, including without limitation, BB type or pellet guns, whether for purposes of hunting or target practice, shall be discharged within the Subdivision.

Section 8. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind where it can be viewed from any street or adjacent house.

ARTICLE C Architectural Control

Section 1. The Committee. The directors of the Community Organization shall comprise the Committee herein referred to, except that during the period that Declarant owns one or more lots in the subdivision, Declarant shall reserve to itself all rights and responsibilities of the Architectural Control Committee. During this period, the directors of the Community Organization may act in a purely advisory capacity to the Declarant with regard to issues relating to Architectural Control, but will have no authority to

overrule Declarant's judgment on these matters. The address of the Committee shall be the registered office of the Community Organization.

Section 2. Submission of Plans. All plans and specifications or information required to be submitted to the Committee for approvals shall be submitted by mail to the address of the Committee in duplicate, shall be in writing, shall contain a written request for approval and the name and address of the person submitting the same and the Lot involved, and shall set forth the following with respect to a proposed structure or exterior alteration or addition to any lot:

1. The location of the structure upon the Lot.
2. The elevation of the structure with reference to the existing and finished lot grade.
3. The general design.
4. The interior layout.
5. The exterior finish materials.
6. The color including roof materials.
7. The landscape plan.
8. Other such other information as may be required to determine whether such structure conforms with these restrictions.

Section 3. Standards. The Committee shall have the authority to determine and establish standards involving esthetic considerations of harmony of construction and color which it determines to be in the best interest of providing for attractive development of the subdivision, which authority shall include but not be limited to the height, configuration, design and appearance of the dwelling and fences, walls, outbuildings, pools, and other structures and improvements appurtenant to the use of a dwelling. Such determinations may be amended and shall be binding on all persons.

Section 4. Approval or Disapproval. Within thirty days after the receipt of plans and specifications or information with a request for approval, the Committee shall, by majority vote, approve or disapprove the request and may disapprove the request which in its opinion does not conform to these restrictions or its esthetic or other standards. Approval or disapproval of a request shall be made upon one of the copies thereof and returned to the address shown on the request. In the event that no disapproval of a request is given within thirty days of submission in compliance herewith, the request shall be deemed approved.

Section 5. Advisors. The Committee may appoint advisors or advisory committees from time to time to advise on matters pertaining to the Subdivision. No person on the Committee or acting for it shall be responsible for any defect in any plan or specification submitted or approved nor for any defect in any work done according to such plans and specifications.

Section 6. Variations. The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to overcome practical difficulties or prevent hardships in the application of these restrictions; Provided that such variations so approved shall not be materially injurious to the improvements of other Lots and shall not constitute a waiver of the restrictions herein contained but shall be in furtherance of the purposes and intent of these restrictions.

ARTICLE D Easements and Open Space

Section 1. Drainage Easements Structures, fill or obstructions (including but not limited to decks, patios, outbuildings, or overhangs) shall not be permitted beyond the building setback line or within Storm drainage easements identified as Tract 1 located between lots 43 & 44, 30 & 31 and lots 9 & 10. Additionally, grading and construction of fencing shall not be allowed within the drainage easements shown on this plat map unless otherwise approved by City of Albany.

All building downspouts, footing drains and drains from all impervious surfaces such as patios and driveways shall be connected to the approved permanent storm drain outlet as shown on the approved construction drawings on file with the City of Albany. This plan shall be submitted with the application for any building permit. All connections of the drains must be constructed and approved prior to the final building inspection approval. Individual lot infiltration systems, where permitted, shall be constructed at the time of the building permit and shall comply with said plans on file with the City of Albany, unless otherwise approved by Engineering Review, City of Albany, OR, or its successor agency.

Section 2. Restriction of Development of property within the 100-year floodplain of the Oak Creek Tributary. Development of property within the 100-year floodplain as most currently established by the Federal Emergency Management Agency or City of Albany may be restricted and subject to special regulations by the City.

Section 3. Building Setbacks and Tract 1 Wetlands Areas - Tract 1 - 7.03 Acres
The property identified Tract 1 has been identified as wetlands on the statewide wetlands inventory. Any development activity on this property may require a permit from the Division of State Lands and/or the Army Corp of Engineers. Tract 1 and its' easements have been dedicated to the Meadows at Oak Creek Homeowner's Association, who is responsible for its maintenance and protection.

Before beginning and during the course of any grading, building construction or other development activity on a subject lot adjacent to Tract 1, the common boundary between Tract 1 and the area of development activity must be fenced or otherwise marked to the satisfaction of the City of Albany.

No over-the-slope dumping of soils, vegetative waste or debris is allowed in Tract 1 Wetlands & Open Space. The Meadows at Oak Creek Homeowner's Association shall be responsible for the perpetual maintenance and protection of this Open Space Tract.

Section 3.2 Reciprocal Ingress-Egress Easements - Use and Maintenance.

- (a) The maintenance of drives and easement areas to be shared equally between the owners of lots 20 & 30 and 47 & 48 and their respective easement. No permanent structure may be constructed within these easements. Said lot owners shall be responsible for the perpetual maintenance and repair of the private drive accesses and each such lot owner shall be responsible to pay their equal share of the costs incurred.

Section 3.4 Limits On Vehicular Access. Access to the subdivision shown hereon via 53rd Avenue may not be possible during a "100-year flood event" along Oak Creek until the construction of road improvements to elevate 53rd Ave. have been completed. See Section 3.5 regarding LID for proportionate share of road improvements.

Section 3.5 LID for improvements to 53rd Ave. A petition of improvement/waiver of remonstrance agreement has been signed by the developer and has been filed and recorded in Linn County records in Vol. 741 pages 825 thru 828 for all lots within this plat for the formation of a LID for the completion of the 53rd Ave. road improvements which will elevate the roadway not less than 1 foot below the 100 year base flood elevation to permit access to the subdivision during 100-year flood events. Each homeowner is bound by these agreements.

Section 3.6 Restrictions on Tree Removal. Removal of 5 or more trees in excess of 10 inches in diameter, within one calendar year requires a site plan review permit from the City of Albany. No trees lying within 5 feet of a property line may be removed except with the concurrence of adjacent property owners where removal is desired for sunlight or to protect against windfall. Removal of trees below the base flood elevation shall not exceed 50% of all trees on the property in excess of 10" in diameter. The number of trees removed shall not exceed the minimum number necessary to accomplish development on the lot while retaining the most trees possible within the intent of the tree removal criteria in the development code and the intent of comprehensive plan policies.

Section 3.7 Disturbance of vegetation bordering Tract 1 Wetland Area. This section applies to lots 31 thru 34 and 41 thru 45 ONLY. Any disturbance of vegetation east of the tree line shall require the prior approval of the City of Albany Community Development Director.

Section 4. Entrance Landscaping Maintenance

The landscaping at the entrance to Meadows At Oak Creek, located at the S.W. corner of lot 1 on 53rd and Elk Run Drive and S.E. corner of lot 92 on 53rd Ave. and Elk Run Drive, shall be owned and maintained by the Meadows At Oak Creek Homeowner's Association.

Section 5.1 Perimeter Fencing. Perimeter Fencing along 53rd Ave. shall be maintained by the owners of adjoining lots, however, the Community Organization shall have the right to assume such responsibility for maintenance should they elect to do so.

Section 6. Drainage Easement Restrictions & Individual Lot Storm Drains

Structures, fill or obstructions (including but not limited to decks, patios, outbuildings or building overhangs) shall not be permitted beyond the building setback line or within the Tract 1 drainage easements located between lots 44 and 43, lots 31 and 30 and lots 9 and 10. Additionally, grading and construction of fencing shall not be allowed within the Tract 1 drainage easements shown on this plat map unless otherwise approved by the City of Albany.

- (a) All building downspouts, footing drains and drains from all impervious surfaces such as patios and driveways shall be connected to the approved permanent storm drain outlet as shown on the approved construction drawings on file with the City of Albany. This plan shall be submitted with the application for any building permit. All connections of the drains must be constructed and approved prior to the final building inspection approval. For those lots that are designed with individual lot infiltration systems, the systems shall be constructed at the time of the building permit and shall comply with said plans. All individual storm drainage stub-outs shall be privately owned and maintained by the lot homeowners.
- (b) Homeowners are prohibited from discharging pollutants into the storm drainage system that flows directly into Oak Creek. Pollutants include, but are not limited to such substances as: Paints, Thinners, Automotive Fluids, Oils, Pesticides, Herbicides or other such substances that may affect the water quality or endanger the native wildlife that inhabit the Oak Creek tributary.

ARTICLE E
Liens

Section 1. Community Organization Membership.

There shall be one membership in the Community Organization for each Lot in the Subdivisions subject hereto and no more. The fee title owner of each Lot which is not subject to a recorded contract for purchase and sale of the Lot or the holder of the vendee's interest under a recorded contract for purchases and sale of each Lot shall hold a membership in the Community Organization. Such membership shall be appurtenant to and not severable from such fee ownership or vendee's interest and shall transfer with the transfer of the fee title or vendee's interest without further action on the part of the Community Organization or its several members. Membership shall stand in the name or names of the persons or parties who have such interests from time to time as they may appear in the public record.

Section 2. Liens.

In order to provide for the proper operation of the Meadows at Oak Creek Community Organization and the maintenance and improvement of any property which the Community Organization acquires for the benefit of the Lots, each grantee and vendee of Lots, their heirs, successors and assigns shall and do, by the act of accepting a deed or entering into a contract of sale as vendee, jointly and severally agree that they and each of them shall be members of the Community Organization and shall pay to the Community Organization the dues and charges levied according to the Articles of Incorporation and Bylaws of the Community Organization against them as members of the Community Organization. In the event that any such dues or charges remain unpaid to the Community Organization for a period of sixty (60) days after the due date, then the Community Organization may place a written notice of public record in Linn County, Oregon, that the Community Organization claims a lien against the Lot to which the membership is appurtenant for the amount of delinquent dues and charges together with interest at the rate of twelve percent per annum from the date due until paid and attorney's fees as herein provided. From and after recording such notice, and not prior to such recording, the Lot to which the membership is appurtenant shall be subject to a lien to the Community Organization as security for all unpaid dues and charges in the amount designated therein with interest and attorneys' fees, together with all future unpaid dues and charges accrued until the lien arising because of the notice is released by the Community Organization. The lien herein granted to the Community Organization shall be subordinate to the lien of any bona fide mortgage or deed of trust given for value recorded prior to the recording of the notice of claim of lien. A release of a lien shall only release the lien arising because of the notice but not rights under this Article to file a subsequent notice of claim of lien for subsequent delinquencies after a notice is released. Such lien may be foreclosed in the manner of a mortgage of real property and in such foreclosure action the Community Organization shall recover a reasonable sum as attorney's fees therein and the reasonable and necessary costs of searching and abstracting the public record. Notwithstanding any provisions hereof appearing to the contrary, the sales or transfer of title to a Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien created hereby for any unpaid dues and charges which became due prior to such sale or transfer; provided that no sale or transfer shall relieve such Lot from a lien for dues and charges thereafter becoming due and provided further that "mortgage" as used in this sentence means a mortgage, deed or trust or other security given for a debt which is guaranteed by the Veterans Administration or insured by The Federal Housing Administration as agencies of the United States government.

ARTICLE F
Application and Enforcement

Section 1. Effect.

The covenants, restrictions, easements, rights, liens, and encumbrances herein provided for shall be covenants running with the land and shall be binding upon the Subdivision and any and all parts thereof, the parties in interest thereto and their heirs, assigns, personal representatives and successors in interest. Accepting an interest in and to any portion of the Subdivision shall constitute an agreement by any person, firm or corporation accepting such interest, that they and each of them shall be bound by and subject to the provisions hereof.

Section 2. Severability.

In the event that any provision hereof shall be declared to be invalid by any court of competent jurisdiction, no other provision shall be affected thereby and the remaining provisions shall remain in full force and effect. No waiver of the breach of any provision hereof shall constitute a waiver of a subsequent breach of the same provision or of any other provision. No right of action shall accrue for or on account of the failure of any person to exercise any right hereunder nor for imposing any provision, condition, restriction or covenant which may be unenforceable.

Section 3. Enforcement.

The parties in interest in and to any part of the Subdivision and the Community Organization, for the benefit of the owners of the Subdivision, and each of them shall have the right and authority to enforce the provisions hereof and in addition to any other remedy for damages or otherwise, shall have the right to injunctive relief. The prevailing party in any action to enforce any provision hereof shall recover a reasonable sum as attorneys' fees together with the reasonable costs of searching and abstracting the public record which sums shall be paid by the unsuccessful party.

The City of Albany shall be a third party beneficiary entitled to enforce its' rights granted under these covenants or the plat and grants of easement. Nothing herein shall be interpreted to limit the City's remedies to enforce its' obligations. These Declaration of Protective Covenants shall not be amended without prior written notice and the written approval of the City. Such approval shall not be unreasonably withheld.

Section 4. Additional Property. In addition to the real property which is platted as Meadows at Oak Creek from time to time, but not after December 31, 2005, the Declarant, Schneider Homes, Inc. or its' assigns or successors, may subject additional adjacent real property in SW ¼, NW ¼, N3 ¼ AND SE ¼ OF SEC. 24, TWP 11 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, AND THE ROBERT E. HARMAN DONATION LAND CLAIM NO. 77, CITY OF ALBANY, LINN COUNTY, to the provisions of this instrument as a part of the plan of subdivision of real property by filing of record a declaration expressly setting forth such intent signed by Schneider Homes, Inc., as the subdivider thereof. Schneider Homes, Inc. may assign its rights under this Section 4, but only by written instrument which contains an express reference to this Section 4. Except for the foregoing no other properties may be made subject hereto.

ARTICLE G
Amendment

Section 1. Amendment of Use Restrictions. Articles B and C of this instrument which relates to use of the Lots in the Subdivision may be amended and changed by the written consent of the owners of the fee title (in the case title is subject to a real estate contract, the vendees under the real estate contract shall be deemed to be owners of the fee title) of not less than sixty (60%) of all of the Lots in all of the Subdivisions which have been made subject to the provisions of this Declaration. For the purpose of amendment, consent to an amendment by a fee owner shall be binding upon the owner and of any successors to the fee title for a period of six months after it is given for the purpose of calculating the percentage required for adoption of the consent. Consents required under this Section shall be delivered to the Community Organization which shall tabulate them. Its determination of the sufficiency of the consent shall be conclusive, and an amendment to Articles B and C shall be effective when a written Notice of Amendment signed and acknowledged by the president and secretary of the Community Organization is recorded in Linn County, Oregon, stating that the requisite consent has been obtained and setting forth the amendment in its entirety.

EXECUTED THIS 11th day of June, 1996.

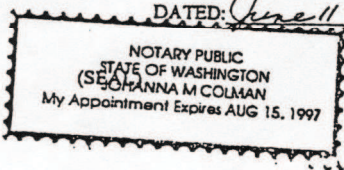
SCHNEIDER HOMES, INC.

BY: [Signature]
H.C. Bloss, Manager of Development & Construction

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that H.C. BLOSS signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the MANAGER OF DEVELOPMENT & CONSTRUCTION FOR SCHNEIDER HOMES, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: June 11, 1996.



[Signature]
Notary Public in and for the State of Washington
Residing at Kent
My appointment expires 8/15/97

MEADOWS AT OAK CREEK - HOMEOWNER'S ASSOCIATION CONTACT

Until such time as a board of directors has been elected from among the homeowners at Meadows at Oak Creek to handle association functions for the Meadows at Oak Creek Community Organization, the Developer, Schneider Homes, Inc., will handle all concerns with respect to covenant enforcement and architectural approval for the community of Meadows At Oak Creek.

Schneider Homes, Inc. may be reached at (206) 248-2471 or FAX# (206) 242-4209 or by mail at: 6510 Southcenter Blvd., Tukwila, WA 98188.

As per Article B of the Declarations, Building and Land Use Restrictions, requests for Architectural Approval shall include, but not be limited, to the following in duplicate:

Plans, material specifications, plot plan showing location of the proposed improvement, architectural drawings, illustrations, paint samples, etc.

Submittals for Architectural Approval should be mailed to their office at:

Schneider Homes, Inc.
Meadows At Oak Creek
Architectural Review Committee
6510 Southcenter Blvd. suite 1
Tukwila, WA 98188

STATE OF OREGON
County of Linn

I hereby certify that the attached
was received and duly recorded
by me in Linn County records.

STEVE DRUCKENMILLER
Linn County Clerk

By , Deputy

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