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OF THE

GRAF MEADOWS HOMEOWNERS ASSOCIATION

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THIS DECLARATION made on the date hereinafter set forth by the undersigned:

WHEREAS, the undersigned is the owner of that certain real property in the County of Washington, State of Oregon, hereinafter referred to as "said property," more particularly described as follows:

GRAF MEADOWS NO. 2 Subdivision, as platted in Book
Pages Plat Records of Washington County, Oregon.

NOW, THEREFORE, the undersigned hereby declare that all of said property is and shall be held, sold and conveyed upon and subject to the conditions, covenants, restrictions, reservations and assessments hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, livability and aesthetic quality of said property, These conditions, covenants to run with the land and shall be binding upon all present and future owners of the property or and interest therein:

I. DEFINITIONS:

The following words when used in the Declaration shall have the following meanings:

- A. "Said Property" shall mean and refer to the certain real property hereinbefore described.
- B. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of said property), and to any parcel of said property under one ownership consisting of a portion of one or more of such lots and/or contiguous portions of two or more contiguous lots and upon which a dwelling has been constructed or occupied.
- C. "Owner" shall mean and refer to the record owner (including contract sellers), whether one or more persons or entities, of all or any part of said property, excluding those having such interest merely as security for the Performance of an obligation.
- D. "Building Site" shall mean and refer to a lot, *or* to any parcel of said property under one ownership which consists of a portion of one of such lots or contiguous portions of two or more contiguous lots if a building is constructed thereon.
- E. "Dwelling Unit" shall mean and refer to that portion of any structure intended to be occupied by one family as a dwelling under applicable zoning and building laws and restrictions.
- F. "Set Back" means the minimum distance between the dwelling unit or other structure referred to and given street or road or lot line.
- G. "Declarant" shall mean and refer to Heritage Homes Investment Corporation.

II. USE OF LAND

No building or structure shall be created, constructed, maintained or permitted upon said property except upon a building site as hereinabove defined, and no building or structure shall be erected, constructed, maintained or permitted on a building site other than a single detached dwelling unit, except that appurtenances to any dwelling unit, such as private garages, garden houses or similar structures, architecturally in harmony therewith, a permanent construction, may be erected within the building limits hereinafter set forth.

III. BUILDING COMPLETION

All building shall be completed and painted within six months from the time construction thereof is commenced.

IV. ARCHITECTURAL CONTROL

A. No building, including incidental out buildings, structure improvement, obstruction, ornament, fence, wall, hedge, or landscaping shall be erected, placed or altered on said property, until the construction plans, specifications and plans showing location of structure and location of any trees to be removed have been approved by the Architectural Control Committee to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation and view obstruction and conformance to the approved grading and drainage plan. The building plans to be submitted shall consist of one complete set of plans and specifications in the usual form showing insofar as appropriate, (1) the size and dimensions of the improvements, (2) the, exterior design, (3) exterior color scheme, (4) location of improvements on the lot, including driveway, parking areas, and (5) location of existing trees to be removed. The Developers Committee shall be responsible for approval of all plans and specifications (including exterior paint color) until all homes have been built. These plans and specifications shall be left with the Committee until 60 days after notice of completion has been received by the Committee. This is for the purpose of determining whether, after an inspection by the Committee, the improvement complies substantially with the plans and specifications submitted.. In the event that the Committee shall determine that such improvements do not comply with such plans and specifications, it shall notify the property owners in writing within the 60 day period, whereupon the property owner shall, within a reasonable time either remove such improvements or alter it so that it will comply with such plans and specifications.

B. The initial membership of the Committee shall be: R.Scott Smith, John DeJong and Sandra Creel. Signatures of any one of the above constitutes Architectural Control Committee approval.

C. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member or members shall have full authority to

designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, two-thirds of the then record owners of the lots shall have the power by a duly recorded written instrument to change the membership of the Committee or withdraw from the Committee or restore to it any of its power and duties.

D. The Committee's approval or disapproval as required in these covenants, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it n,- in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, it shall presumed that approval has been given and the related covenants shall be deemed to have been fully complied with.

E. Declarant, or their successors, assume no responsibility by virtue of approving any plan for the improvement, construction or alteration of any structure hereunder.

F. It shall be the desire and intent of declarant to prevent adjacent houses from being constructed alike, such that from exterior style, floor plan, etc., said property would acquire a "tract" appearance.

G. It shall be the duty of the owner or 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.

V. DWELLING UNIT CONSTRUCTION

A. No building may be erected on any of the said building sites unless it contains a minimum of 1900 square feet of floor area, exclusive of open porches, garages, garden houses and other appurtenances. In the case of a two-story dwelling, the lower or ground level shall not be less than 900 square feet. In the case of a single story dwelling the minimum square footage shall be not less than 1650 square feet of living area.

B. Exterior walls shall be of double wall construction with siding such as cedar, spruce, redwood, Weyerhaeuser or LP lap or materials approved by the Architectural Control Committee. Exterior stain or paint colors shall be approved by the Architectural Control Committee. Windows shall be of wood, solid vinyl or vinyl clad construction. All dwelling units shall have a double car garage or larger. Roofing shall be of wood snake or Architectural 80, 30 year composition, tile or a reasonable substitute acceptable to the Architectural Control Committee.

C. Set back distances are as follows:

FRONT: 20 feet minimum to garage 15 feet minimum to house

SIDE: 5 feet minimum from property line to building line

REAR: 15 feet minimum from property line to building line

CORNER

SIDES: 10 feet minimum from building line to lot line on corner lots

VI. EXISTING TREES

Every attempt shall be made to preserve existing trees. No tree of diameter greater than a six inch base may be removed without approval of the Architectural Control Committee.

VII. HEDGES, FENCE AND WALLS

A. No shrub, trees or bushes shall be allowed to grow to a height which unduly restricts the view from adjoining property and the Architectural Control Committee, at its discretion, after an investigation, may require any offending shrub, tree or bush to be pruned, trimmed or removed.

B. Fences shall be consistent with the Fence Design Plan attached hereto, marked Exhibit A and incorporated as part of the Declaration of Conditions, Covenants and Restrictions for GRAF MEADOWS NO. 2 Subdivision. Quality of fence installation workmanship must be acceptable to all. Fences are to remain natural wood color.

C. No hedge, fence hedge wall, boundary wall, retaining wall or similar structure shall be erected or maintained between any front set back line of any building site and any street line serving as a boundary line for such building site, unless approval of the Committee as to material, form, size, and color is first obtained.

VIII. LANDSCAPING

All front yard landscaping must be completed within six months from the date of completion of the residence constructed thereon. All front yard landscaping must include two deciduous trees two inches in diameter at the base.

IX. SIDEWALKS

Purchaser of building sites shall install, at purchaser's cost, concrete sidewalks to county standards along front property lines, rear property lines where applicable and side property lines in the case of corner lots, and concrete driveways from the edge of the finished surface of the county street to the property line and then concrete to connect with the paved surface of the floor or the garage.

X. EASEMENTS

Said property shall be subject to easements as shown on recorded plat.

XI. PROPERTY USE RESTRICTIONS

- A. Unless written approval is first obtained from top Architectural Control Committee, no sign of any kind shall, be displayed to public view on any building or dwelling unit on said property except one professional sign of not more than five square feet advertising the property for sale or rent, or a sign used by the builder to advertise the property during the construction and sales period. If a property is sold or rented, any sign relating thereto shall be removed immediately, except that the builder or its agent may post a sold" sign for a reasonable period following a sale.
- B. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except dogs, cats or other household pets provided that such household pets are not kept, bred or maintained for any commercial purpose or do not become a nuisance.
- C. No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash, or other waste shall be kept or maintained on any part of said property except in a sanitary container. All incinerators or other equipment for the storage or disposal of . such materials shall be kept in a clean and sanitary condition and shall be screened from public view.
- D. No noxious or offensive activity or noxious or offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.
- E. No trailer, camper-truck, tent, garage, barn, shack, or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said property.
- F. No boats, trailers, trucks (except pickups), campers or truck-campers and like equipment, or junk cars or other unsightly vehicles shall be allowed on any part of said property nor on public ways adjacent thereto, excepting only within the confines of an enclosed garage or other screened enclosure, and no portion of same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written approval by the Architectural Control Committee. All other parking of equipment shall be prohibited except as approved by the Architectural Control Committee.

G. No exterior antennas or aerials shall be permitted unless required for reception, and then only if approved by the Architectural Control Committee. Satellite dish receivers must be approved by the Architectural Control Committee as to size, location, color, and site screening.

H. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure, supporting said outdoor overhead wires, shall be erected, placed or maintained within said property. All purchasers of building sites, their heirs, successors and assigns shall use underground service wires to connect their dwelling units to underground electric or telephone utility facilities.

I. No outbuildings, lean-tos, sheds, pool houses, wood storage facilities, and/or equipment storage facilities shall be constructed upon the lot without prior written approval from the Architectural Control Committee.

XII. OTHER BUILDINGS

A. A designated real estate company may be granted the right to construct and maintain a sales office upon suitable site on said property during the period of construction and sale of all of the dwelling units to be built in the subdivision.

B. Builders are permitted to erect temporary or portable sheds as tool houses and for other uses common to residential construction and to maintain them until each structure is finished.

XIII. MAINTENANCE ASSESSMENTS

A. The Architectural Control Committee shall maintain or provide for the maintenance and improvement of Open Land, including entry monument and landscaping available for the use and benefit of persons residing therein. In this connection, the Architectural Control Committee shall have the authority to make judgments reasonable and necessary in the conduct of these responsibilities.

B. Each owner and each vendee of any parcel or not it shall be so expressed in any deed or conveyance or agreement/for condition agree to pay to the Owner an annual or other regularly established fee. The assessments, together with interest thereon, costs of collection thereof, as herein provided, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. In addition to running with the land, and not in lieu of each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person or entity who was the Owner of such property at the time such assessment became due. The obligation shall remain a lien upon the Lot until paid or foreclosed, and runs with the land.

C. The Maximum regular annual assessment shall be \$100.00 for each Lot subject thereto, unless a higher assessment is approved by a majority of the record owners of lots who return ballots to the Architectural Control Committee.

D. Annual assessments must be fixed at a uniform rate for all Lots and may be collected on an appropriate basis at the discretion of the Architectural Control Committee. **if** the Architectural Control Committee has any unused assessments at the end of any fiscal year it may, in its sole discretion, elect to distribute **such** funds to Lot owners in proportion to the assessments made to the Lots during the same fiscal year.

E. The annual assessments provided for herein shall commence as to all Lots on January 1, 1998. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Architectural Control Committee. The Architectural Control Committee shall, upon demand at any reasonable time, furnish a certificate in writing signed by a member of the Architectural Control Committee setting forth whether the assessments on a specific Lot have been paid. A reasonable charge may be made by the Architectural Control Committee for the issuance of these certificates; such certificates shall be conclusive evidence of payment of any assessment herein stated to have been paid.

F. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall become delinquent and bear interest from the date of delinquency at the rate of 12% per annum. Upon delinquency, and at any time thereafter, the Architectural Control Committee may file in the office of the Director of Records, County Clerk, or appropriate recorder of conveyances of Washington County, Oregon a statement of the amount of any such charges or assessments, together with interest, which have become delinquent with respect to any Lot. Upon payment in full, the Architectural Control Committee shall execute and file a proper release of lien securing the same. The aggregate amount of such assessments, together with interest, costs, expenses and reasonable attorney fees for the filing and enforcement thereof, including at trial and appeal, shall constitute a lien on the Lot with respect to which it is fixed, including any improvement thereon, from the date the notice of delinquency thereof is filed in the office of said Director of Records or County Clerk or other appropriate recording office, until the same has been paid or released as herein provided. Such lien may be enforced by any two members of the Architectural Control Committee in the manner provided by law with respect to such obligations and liens upon real property. In addition to and not in lieu of the lien against the real property to which any unpaid assessment relates, the Owner of said Lot at the time said assessment becomes due shall be personally liable for the expenses, costs, disbursements and attorney fees which shall also be secured by said lien. The Owner at the time such assessment is incurred shall also be personally liable for any deficiency remaining unpaid after any foreclosure on the lien.

G. Graf Meadows No. 2 property owners will be required to join the Homeowners Association established by Graf Meadows No. 1. If at the time 2/3 of the lots in Graf Meadows No. 2 have been built and no Homeowners Association has been started by Graf Meadows No. 1, the property owners of Graf Meadows No. 2 may establish a Homeowners Association. Graf Meadows No. 1 would then be required to join the Graf Meadows No. 2 Homeowners Association. The Homeowners Association

would then abide by all rules and regulation of the Conditions, Covenants and Restrictions of Graf Meadows No. 2.

XIV. DURATION

These conditions, covenants, restrictions, reservations and easements shall be binding upon all parties hereto and all persons claiming under them for a period of five years from the date they are recorded.

Invalidation of any one of these covenants by judgment of court order shall in no way effect any of the other covenants, which shall remain in full force and effect.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED THIS - DAY OF

7HERITAGE HOMES INVESTMENT CORP. RICHARD R. SMITH By.- Pres.

STATE OF OREGON

COUNTY OF WASHINGTON

DATED THIS DAY OF 1996)

Personally appeared the named known to me to be the identical individual described in and who executed the within instrument and acknowledged the foregoing assurance to be their voluntary act and deed.

SEAL

Notary Public for Oregon My Commission Expires:

STATE OF OREGON

COUNTY OF WASHINGTON)

DATED THIS DAY OF 199B)

Personally appeared the above named known to me to be the identical individual described in and who executed the within instrument and acknowledged the foregoing assurance to be their voluntary act and deed.

SEAL

Notary Public for Oregon

My Commission Expires: