

After Recording Return to:

Andrew D. Hahs
Bittner & Hahs, P.C.
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Lake Oswego, Oregon 97035

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR EAST PARK ESTATES**

This Declaration of Covenants, Conditions and Restrictions for East Park Estates (this “Declaration”) is made and entered into effective this ____ day of _____, 2020 by East Park, LLC (“Declarant”).

RECITAL

Declarant owns that certain real property in Marion County, Oregon which is legally described on the attached Exhibit A. Declarant consents to the terms and conditions of this Declaration and to its recordation.

**ARTICLE 1
DEFINITIONS**

The following terms shall have the following meanings when used in this Declaration:

1.1 “Architectural Review Committee” or “ARC” means the Declarant until the turnover meeting and thereafter shall refer to the Board of Directors unless the Board has appointed a separate body to carry out the functions of the Architectural Review Committee in which case “ARC” shall refer to this body.

1.2 “Articles” means the Articles of Incorporation for the non-profit corporation, East Park Estates Homeowners Association, or such similar name approved by and filed with the Oregon Corporation Commissioner.

1.3 “Assessment” means any assessment levied against one or more Owners by the Association for payment of expenses relating to the Property and shall include Regular, Special, and Limited Assessments as those terms are defined herein.

1.4 “Association” means the East Park Estates Homeowners Association, its successors and assigns.

1.5 “Board” means the duly elected Board of Directors of the Association.

1.6 “Building Structure” means a building structure which is comprised of a dwelling unit constructed and located on a Lot, including, without limitation, garage structures located on the same Lot, whether attached to or detached from the Building Structure.

1.7 “Bylaws” means the Bylaws of the Association, as written and amended from time to time.

1.8 “Common Property” means the Tracts shown on the Plat and all Private Streets located in the Property, including any improvements thereon, which are intended to be devoted to the common use and enjoyment of the members of the Association.

1.9 “Declarant” means East Park, LLC and its successors and assigns if such successor or assign should acquire all of Declarant’s right’s under the Declaration pursuant to a recorded instrument executed by Declarant.

1.10 “Expansion Property” means the additional phases of East Park Estates which will be annexed to the Property upon recording of each additional phase of East Park Estates. As of the date of this Declaration, it is anticipated there will be six phases and a total of 659 Lots when all phases are completed. Each phase of the Expansion Property will be annexed as provided in Section 2.2.

1.11 “Improvement” means every structure or improvement of any kind, including but not limited to a Building Structure, wall, driveway, storage shelter, patio, deck, or other product of construction efforts, including landscaping, on or in respect to a Lot.

1.12 “Landscaped Areas” means all portions of a Lot other than those portions (i) occupied by a Building Structure or (ii) containing paved driveways or walkways.

1.13 “Limited Assessment” means an assessment levied against an Owner by the Association for costs and expenses incurred by the Association for corrective action performed pursuant to this Declaration, which is required as a result of the willful or negligent actions or omissions of such Owner or such Owner’s family members, tenants, guests, contractors, agents or invitees.

1.14 “Limited Successor Declarant” means any person to whom Declarant assigns less than all special Declarant rights as provided under this Declaration pursuant to a recorded instrument executed by Declarant.

1.15 “Lot” means a platted or partitioned lot within the Property.

1.16 “Members” means the Owners of Lots in East Park Estates and who are members of the East Park Estates Homeowners Association.

1.17 “Occupant” means the occupant of a dwelling unit who shall be the Owner, lessee or any other person authorized by the Owner to occupy the premises.

1.18 “Owner” means the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.

1.19 “Period of Declarant Control” has the meaning given in Section 11.1.

1.20 “Plat” means the plat or plats of one or more of the phases of East Park Estates, recorded in the Official Records of Marion County, Oregon.

1.21 “Private Streets” means all streets and alleys located on the Property which are not dedicated to the public or included as part of a Lot.

1.22 “Property” means the real property in Marion County, Oregon described in Article 2.

1.23 “Regular Assessment” means an assessment by the Association against all Owners to provide for the payment of all estimated normal expenses of the Association for the performance of the Association’s duties as provided in this Declaration.

1.24 “Special Assessment” means an assessment against all Owners in the event that the Regular Assessment for any particular year is or will become inadequate to meet the expenses of the Association.

1.25 “Tracts” are the Tracts designated on the Plat.

ARTICLE 2 DECLARATION

2.1 The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is legally described on Exhibit A, attached hereto.

2.2 Annexation. Declarant reserves the right to expand the Property by annexing the Expansion Property, which will include additional Lots and Common Property. Declarant also reserves the right to expand the Property beyond the Expansion Property.

2.2.1 Procedure. Declarant will annex each portion of the Expansion Property, or any additional property, by recording an amendment to this Declaration which includes the legal description of the annexed Lots and Common Property.

2.2.1 Maximum Number of Lots. There is no limitation on the number of Lots which Declarant may annex to the Property.

2.2.2 Common Property. There is no limitation on the right of the Declarant to annex Common Property.

2.2.3 Allocation of Votes. If additional Lots are annexed, each Lot will have one vote as provided in Section 6.3.1.

2.2.4 Reallocation of Regular Assessments. If additional Lots are annexed during a fiscal year, Regular Assessments will be reallocated to each Lot based on the number of months (rounded to the nearest full month) each Lot is subject to Regular Assessment during the fiscal year.

ARTICLE 3 PROPERTY RIGHTS AND EASEMENTS

3.1 Owners' Use and Occupancy. Except as otherwise expressly provided in this Declaration or in the Plat in which any Lot was platted or partitioned, the Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot. Declarant, the ARC and any representative of the Association authorized by the Association may, with reasonable notice, and from time to time at reasonable intervals, enter upon any Lot for the purpose of determining whether or not the use of Improvements on such Lot are then in compliance with this Declaration. No such entry shall be deemed to constitute a trespass, conversion, or otherwise create any right of action in the Owner of such Lot. Declarant or the Association may grant or assign easements over or with respect to any Lot to municipalities or other utilities performing utility services and to communication companies.

3.2 Utility and Other Municipal Easements. Declarant or the Association may (and, to the extent required by law, shall) grant or assign easements to municipalities or other utilities performing utility services and to communication companies, and the Association may grant free access thereon to police, fire and other officials and to employees of utility companies and communications serving the Property.

3.3 Encroachments. If an encroachment results from construction, reconstruction, repair, shifting, settlement or movement of any portion of the Property, an easement for the encroachment shall exist to the extent that any Lot encroaches on any other Lot. An easement shall continue for the purpose of maintaining the encroachment so long as the encroachment exists. Nothing in this Section 3.3 shall relieve an Owner of liability in case of an Owner's willful misconduct or shall relieve Declarant or any other person of liability for failure to adhere to any Plat of any portion of the Property.

ARTICLE 4 OWNERSHIP AND EASEMENTS

4.1 Ownership of Lots. Title to each Lot shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such persons and/or entities shall constitute one Owner.

4.2 Ownership of Common Property. Title to the Common Property shall be conveyed to the Association upon recording of the Plat. The Board of Directors may convey title to any or all Common Property to the City, County or other government agency.

4.3 Easements.

4.3.1 Easements on Plat. The Common Property and Lots are subject to the easements and rights of way shown on, or noted, on the Plat of East Park Estates.

4.3.2 Easements for Common Property. Subject to ORS 94.665, each Owner shall have a non-exclusive easement through the Common Property for access to the Owner's Lot and for use of the Common Property consistent with this Declaration and the Bylaws.

4.3.3 Easements Reserved by Declarant. So long as Declarant owns any Lot, Declarant reserves an easement over, under and across the Common Property in order to carry out sales activities necessary or convenient for the sale of Lots. In addition, Declarant hereby reserves to itself, and for its successors and assigns, a perpetual easement and right-of-way for access over, upon and across the Common Property for construction, utilities, communication lines, drainage, and ingress and egress for the benefit of the Lots or other property owned by Declarant. Declarant, for itself and for its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Common Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of improvements on the Property or other real property owned by Declarant in such a way as to not unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Lot by that Owner or his family, tenants, guests or invitees.

4.3.4 Additional Easements. Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of East Park Estates. No structure, planting or other material shall be placed or permitted to remain within any easement area which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all Improvements thereon shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority, utility company or the Association is responsible.

4.3.5 Association's Easements. There are hereby reserved to the Association and its duly authorized agents and representatives such easements as are necessary to perform the duties and obligations of the Association set forth in this Declaration, the Bylaws and Articles, as the same may be amended or supplemented.

4.3.6 Easement to Governmental Entities. There is hereby reserved and granted a non-exclusive easement over the Common Property to all governmental and quasi-government entities, agencies, utilities, and their agents for the purposes of performing their duties within East Park Estates.

4.3.7 Landscaping Easements. The Association reserves an easement for any landscape maintenance, upkeep and replacement for which the Association is responsible under this Declaration, as well as utilities pertaining to formal and native landscaping areas, walls, paths, recreational equipment, private drive and fencing.

4.3.8 Maintenance Obligations/Owner Restrictions. Except as noted in this document, the Owner, at his/her expense, shall maintain, repair and replace the Improvements and utility installations in any Lot Easement Area and/or private improvements and utility installations in any Common Property that benefit said Lot(s), and shall hold the Association harmless from any such costs.

ARTICLE 5 COMMON AREA

5.1 Use of Common Property. Use of Common Property is subject to the provisions of the Declaration, Bylaws, Articles and Rules and Regulations promulgated by the Board of Directors. There shall be no use of the Common Property except by Owners and their invitees. There shall be no material change in the use of Common Property without a public hearing and approval of the City of Salem and/or Marion County. There shall be no obstruction of any part of the Common Property. Nothing shall be stored or kept in the Common Property without the prior written consent of the Board of Directors. No alterations or additions to the Common Property shall be permitted without the prior written approval by the Board of Directors. Nothing shall be stored or kept in the Improvements or Common Property which will increase the rate of insurance on the Common Property without the prior written consent of the Board.

5.2 Maintenance of Common Property. The Association shall be responsible for the maintenance, repair, replacement, upkeep and payment of taxes, if any for the Common Property. Such maintenance shall include, but not be limited to, landscaping, irrigation systems, benches, utilities, fencing which is located entirely on Common Property (does not include fencing on the perimeter of Lots), walls, pathways and any other improvements that may be included in Common Property. The Association shall keep all commonly maintained areas and improvements thereon in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure these areas are kept in first class condition.

5.3 Alterations to Common Property. Only the Association shall construct, reconstruct, or alter any improvement situated upon the Common Property. A proposal for any construction of or alteration, maintenance or repair to an improvement may be made at any meeting and may be adopted by the Board, subject to the limitations contained in the Bylaws and the Declaration. No material change in use of Common Property shall occur without approval by the City of Salem and/or Marion County, to the extent required by law.

5.4 Funding. Expenditures for alterations, maintenance or repairs to an existing capital improvement for which a reserve has been collected shall be made from the Reserve Account. As provided in Section 7.5, the Board may levy a special assessment to fund any construction, alteration, repair or maintenance of an improvement (or any other portions of the Common Property) for which no reserve has been collected or for which the Reserve Account is insufficient to cover the cost of the proposed improvement.

5.5 Landscaping. All landscaping on any Lot or Common Property shall be maintained and cared for in a manner consistent with the standard of design and quality as originally established by Declarant or the ARC.

5.6 Condemnation of Common Property. If all or any portion of the Common Property is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be received by and expended by the Board of Directors in a manner which in their discretion is in the best interest of the Association. The Association shall represent the interest of all Owners in any negotiations, suit or action or settlement in connection with such matters.

5.7 Damage or Destruction of Common Property. In the event any Common Property is damaged or destroyed by an Owner or any of his Occupants, guests, tenants, licensees, agents or members of his family in a manner that would subject such Owner to liability for such damage under Oregon law, such Owner does hereby authorize the Association to repair such damage. The Association shall repair the damage and restore the area in workmanlike manner as originally constituted or as may be modified or altered subsequently by the Association in the discretion of the Board of Directors. The reasonable cost necessary for such repairs shall become a special assessment upon the Lot of the Owner who caused or is responsible for such damage, to the extent not covered by the Association's insurance.

5.8 All Common Property restrictions shall continue in perpetuity.

ARTICLE 6 THE ASSOCIATION

6.1 Organization. Declarant shall, before the first Lot is conveyed to an Owner other than Declarant, organize the Association as a nonprofit corporation under the Oregon Nonprofit Corporation Act under the name "East Park Estates Homeowners Association" or such similar name as Declarant shall designate. The Articles shall provide for the Association's perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. All of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association. Such vesting shall be evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor unincorporated associations shall be governed by the Articles and Bylaws as if they had been drafted to constitute the governing documents of the unincorporated Association.

6.2 Membership. Every Owner of one of more Lots shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one of more Lots, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certification or acceptance of membership.

6.3 Voting Rights. Voting rights within the Association shall be allocated as follows:

6.3.1 Members. Members shall be entitled to one (1) vote for each Lot owned by the Member with respect to all matters upon which Owners are entitled to vote.

6.3.2 Declarant. Notwithstanding paragraph 6.3.1, during the Period of Declarant Control, Declarant reserves the right to vote on behalf of all Members of the Association, except a Member who is a Limited Successor Declarant.

6.3.3 Lot. When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed. Fractionalized or split votes shall be disregarded, except for purposes of determining a quorum.

6.4 Powers and Obligation. The Association shall have, exercise and perform all of the following powers, duties and obligations:

6.4.1 Declaration. The powers, duties and obligations granted to the Association by this Declaration.

6.4.2 Statutory Powers. The powers and obligations of a nonprofit corporation pursuant to the Oregon Nonprofit Corporation Act and of a homeowners association of a planned community pursuant to the Oregon Planned Community Act, as either or both may be amended from time to time.

6.4.3 General. Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to the Declaration or otherwise promoting the general benefit of the Owners within the Property. The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in the Declaration made in accordance with the provisions herein, accompanied by changes in the Articles or Bylaws made in accordance with such instruments and with the Oregon Nonprofit Corporation Act,

6.5 Liability. Neither the Association nor any officer or member of the Board shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Association, any of its officers or any member of the Board, provide only that the officers or any member of the Board member has acted in good faith in accordance with the actual knowledge possessed by him or her.

6.6 Interim Board and Officers. Declarant reserves administrative control of the Association during the Period of Declarant Control or until Declarant terminates the reservation of special Declarant right by notice in writing to the Association. Declarant, at its sole discretion, shall have the right to appoint and remove Members of a three-Member Interim Board of Directors.

6.7 Transitional Advisory Committee. The Declarant shall form a Transitional Advisory Committee to provide for the transition of administrative control of the Association

from Declarant to the Owners. Not later than the sixtieth (60th) day after the Declarant has conveyed Lots representing fifty percent (50%) or more of the Lots in the planned community other than to a successor to the Declarant or a Limited Successor Declarant.

6.7.1 Declarant Failure to Call Meeting. Any Owner may call a meeting of Owners to select the Transitional Advisory Committee if the Declarant fail to do so as provided above.

6.7.2 Owners' Failure to Select Members. Notwithstanding the foregoing, if the Owners do not select members for the Transitional Advisory Committee as described above, the Declarant shall have no further obligation to form the Transitional Advisory Committee.

6.7.3 Turnover Meeting. The Declarant shall call a meeting for the purpose of turning over administrative control of the Association from Declarant to the Owners within ninety (90) days after the expiration of the Period of Declarant Control. The Declarant shall give notice of the meeting to each Owner as provided in the Bylaws. If the Declarant does not call the meeting required under this Section, any Owner may do so.

6.8 Association Rules and Regulations. The Association from time to time may adopt, modify or revoke such rules and regulations governing the conduct of persons and use of Lots and Common Property, as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Board promptly to each Owner and shall be binding upon all Owners and occupants of all Lots upon the date of delivery. The method of adoptions of such rules shall be as provided in the Bylaws.

ARTICLE 7 ASSESSMENTS

7.1 Creation of Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Property, does hereby covenant, and each Owner of a Lot by acceptance of a conveyance therefore, whether or not so expressed in any such conveyance, shall be deemed to covenant, to pay to the Association all assessments or other charges as may be fixed, established and collected from time to time in the manner provided in the Declaration or the Bylaws. Such assessments and charges, together with any interest, expenses or attorneys' fees imposed, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or charge is made. Such assessments, charges and other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article 10.2 below. No Owner may avoid such personal obligation by abandonment of Owner's Lot.

7.2 Regular Assessments.

7.2.1 Commencement. Regular Assessments against a Lot shall commence on a date selected by the Board of Directors, provided that the Board shall provide the Owner of the Lot first becoming subject to Regular Assessments thirty (30) day advance notice of the date on which Regular Assessments commence for that Lot. When Lots are annexed pursuant to Section 2.2, and at that time Regular Assessments have commenced against the Lots in the original portion of the Property, Regular Assessments against each annexed Lot will commence on the earlier to occur of: (a) 180 days after issuance of a certificate of occupancy for the Building Structure on such annexed Lot; or (b) closing of the sale of the Lot to an Owner other than Declarant or Limited Successor Declarant after completion of the Building Structure.

7.2.2 Amount of Annual Regular Assessment. The total annual Regular Assessment against all Lots shall be based upon an annual budget prepared by the Board with respect to projected expenses of the Association, including, without limitation, the following:

- (a) The on-going maintenance, repair and operation of the Common Property.
- (b) The establishment, maintenance and funding of a separate Reserve Account for the replacement and repairs of long term assets as mandated by Oregon law.
- (c) The payment of premiums for all insurance policies which the Association is required or permitted to maintain pursuant to this Declaration.
- (d) To provide for professional management fees and expenses, employee salaries, and legal and accounting costs;
- (e) To cover any deficits remaining from the previous fiscal year of the Association.
- (f) To establish reasonable contingency reserves of the Association established at the discretion of the Board,
- (g) And such other and further costs, expenses, obligations, and liabilities as the Board, in its discretion, may incur for the management, operation and maintenance of the Property and the Association in accordance with this Declaration.

7.2.3 Allocation of Assessments. All Regular Assessments shall be allocated equally among all Lots then subject to assessment. The Regular Assessment for one Lot shall equal the dollar amount calculated by dividing the total sum of the Regular Assessments allocated to Lots by the number of Lots then subject to assessment.

7.2.4 Notice of Regular Assessments and Time for Payment Thereof. Regular Assessments shall be made on a monthly basis or at such other increments determined by the Board. Subject to amendment by the Board, the Association shall give written notice to each Owner as to the amount of the Regular Assessment with respect to each Lot on or before November 30 for each year for the calendar year commencing January 1 of the next year. The Regular Assessment shall be due and payable, as the Board shall determine.

7.3 Reserve Study and Reserve Account.

7.3.1 Declarant shall: (a) conduct an initial reserve study as described in Section 7.3.3; (b) prepare an initial maintenance plan as described in Section 7.4; and (c) establish a Reserve Account as provided in Section 7.3.2.

7.3.2 The Association shall establish a Reserve Account to fund major maintenance, repair or replacement of all items of Common Property which will normally require major maintenance, repair or replacement, in whole or in part, in more than one and less than 30 years, for exterior painting if the Common Property includes exterior painted surfaces, for other items, whether or not involving Common Property, if the Association has responsibility to maintain the items and for other items required by the Declaration or Bylaws. The Reserve Account need not include reserves for those items: (A) That can reasonably be funded from the general budget or other funds or accounts of the Association; or (B) For which one or more, but less than all, Owners are responsible for maintenance and replacement under the provisions of the Declaration or Bylaws. The Reserve Account shall be established in the name of the Association. The Association is responsible for administering the account and for making periodic payments into the account. The reserve portion of the initial assessment determined by the Declarant shall be based on: (A) the reserve study described in Section 7.3.3; or (B) other reliable information. A Reserve Account established under this section must be funded by assessments against the individual Lots for which the reserves are established. The assessments under this section begin accruing for all Lots from the date the first Lot is conveyed by Declarant, or a Limited Successor Declarant, to a third-party buyer.

7.3.3 The Board of Directors shall annually determine the Reserve Account requirements by conducting a reserve study or reviewing and updating an existing study using the following information: (A) The starting balance of the Reserve Account for the current fiscal year; (B) The estimated remaining useful life of each item for which reserves are or will be established, as of the date of the study or review; (C) The estimated cost of maintenance and repair and replacement at the end of the useful life of each item for which reserves are or will be established; (D) The rate of inflation during the current fiscal year; and (E) Returns on any invested reserves or investments.

7.3.4 Subject to Section 7.3.8, after review of the reserve study or reserve study update, the Board of Directors may, without any action by Owners: (A) Adjust the amount of payments as indicated by the study or update; and (B) Provide for other reserve items that the Board of Directors, in its discretion, may deem appropriate.

7.3.5 The reserve study shall: (A) Identify all items for which reserves are or will be established; (B) Include the estimated remaining useful life of each item, as of the date of the reserve study; and (C) Include for each item, as applicable, an estimated cost of maintenance and repair and replacement at the end of the item's useful life.

7.3.6 Except as provided below, the Reserve Account may be used only for the purposes for which reserves have been established and is to be kept separate from other funds. After the individual Lot Owners have assumed responsibility for administration of the Association ORS 94.616, if the Board of Directors has adopted a resolution, which may be an annual continuing resolution, authorizing the borrowing of funds: (A) The Board of Directors may borrow funds from the Reserve Account to meet high seasonal demands on the regular operating funds or to meet unexpected increases in expenses. (B) Not later than the adoption of the budget for the following year, the Board of Directors shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period.

7.3.7 The Reserve Account is subject to the requirements and restrictions of ORS 94.670 and any additional restrictions or requirements imposed by this Declaration, the Bylaws or rules of the Association.

7.3.8 Except as provided below, unless the Board of Directors determines that the Reserve Account will be adequately funded for the following year, the Board of Directors or the Owners may not vote to eliminate funding the Reserve Account. Following the turnover meeting described in ORS 94.609, on an annual basis, the Board of Directors, with the approval of 100% of the Owners, may elect not to fund the Reserve Account for the following year.

7.3.9 Assessments paid into the Reserve Account are the property of the Association and are not refundable to sellers or Owners of Lots.

7.4 Maintenance Plan. The Board of Directors shall prepare a maintenance plan for the maintenance, repair and replacement of all property for which the Association has maintenance, repair or replacement responsibility under the Declaration or Bylaws or ORS 94.550 to 94.783. The maintenance plan shall: (A) Describe the maintenance, repair and replacement to be conducted; (B) Include a schedule for the maintenance, repair and replacement; (C) Be appropriate for the size and complexity of the maintenance, repair and replacement responsibility of the Association; and (D) Address issues that include but are not limited to warranties and the useful life of the items for which the Association has maintenance, repair and replacement responsibility. The Board of Directors shall review and update the maintenance plan as necessary.

7.5 Special Assessments. In addition to the Regular Assessments authorized hereby, the Board shall have the authority to levy Special Assessments to satisfy any actual or projected deficiency between the expenses of the Association and the amounts realized through Regular Assessments. Special Assessments shall be allocated equally among the Owners of Lots. Special Assessments are payable as the Board may from time to time determine, within thirty (30) days after mailing notice thereof to affected Owners.

7.6 Limited Assessments. The Association may levy against any Owner a Limited Assessment equal to the costs and expenses incurred by the Association, including legal fees, for corrective action performed pursuant to the Declaration, which is required as a result of the willful or negligent actions or omissions of such Owner or such Owner's tenants, guests, contractors, or invitees.

7.7 Accounts.

7.7.1 Types of Accounts. Assessments collected by the Association may be deposited into at least two (2) separate accounts with a bank, which accounts shall be designated as (i) the Current Operating Account and (ii) the Reserve Account. Those portions of the assessments collected for current maintenance and operation levied under Section 7.2.2 will be in the Current Operating Account and those portions of the assessments collected as reserves for replacement and deferred maintenance of capital improvements into the Reserve Account. Special Assessments shall be deposited into one of the two accounts, whichever is deemed by the Board to be appropriate. Withdrawal of funds for the Association's Reserve Account shall require the signatures of two (2) Directors.

7.7.2 Reserve Account. The Association shall pay out of the Reserve Account only as provided in Section 7.3.

7.7.3 Current Operating Account. All ordinary maintenance and operating expenses shall be paid from the Current Operating Account.

7.8 Initial Contribution. Until such time as Regular Assessments commence under Section 7.2.1, at the time of the initial closing of the sale of each Lot, the escrow agent shall collect from each Lot owner (except Declarant or a Limited Successor Declarant) a start-up contribution in the amount of _____ dollars (\$_____.00.) Said start-up contribution shall be paid to Declarant for the establishment and development of Common Property and to cover maintenance and operating expenditures for the Common Property until the date Regular Assessments commence. Said contribution shall be used at the Declarant's sole discretion, and shall not be subject to review by the Association. Should a contribution not be paid at escrow, such contribution amount and reasonable attorney fees and costs shall become a lien against the property and subject to collection in the same manner as assessments.

ARTICLE 8 ARCHITECTURAL REVIEW COMMITTEE

8.1 Architectural Review. No Improvement, including but not limited to fences, storage building, patio trellis, or play structures shall be commenced, erected, placed, altered, or maintained on any Lot until the design, plans and specifications (including, without limitation, site plans, building plans (including elevations), grading plans, landscaping plans, lighting plans, and color and/or material samples) showing the nature, shape, heights, materials, colors and proposed location of the Improvements have been submitted to and approved in writing by the ARC. Improvements shall be consistent with the Design Guidelines established by the ARC, as

amended from time to time. It is the intent and purpose of this Declaration to achieve a high standard of quality of workmanship and materials and to assure harmony of external design with existing Improvements and location with respect to topography and finished grade elevations.

8.2 Architectural Review Committee, Appointment and Removal. The ARC shall consist of no fewer than three (3) members and no more than five (5) members, as the Board may appoint from time to time. The Declarant reserves the right to appoint all members of the ARC and all replacements thereto until the Turnover Meeting. The Declarant may appoint a single person to serve as the ARC. After the Turnover Meeting, Declarant shall delegate the right to appoint and remove members of the ARC to the Board of Directors. The terms of office for each member of the ARC shall be for one (1) year unless lengthened by the Board at the time of appointment or unless the Board serves as the ARC in which event the terms of the ARC members shall be the same as their terms as Board members. The Board may appoint any or all of its members for the ARC and there is no requirement for non-Board members on the ARC. The Board may appoint one or more members to the ARC who are not Owners, but who have special expertise regarding the matters which come before the ARC. In the sole discretion of the Board, such non-Owner members of the ARC may be paid and that cost paid by applicants or the Association.

8.3 Majority Action. Except as otherwise provided in this Declaration, a majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining members of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

8.4 Duties. The ARC shall consider and act upon the proposals and/or plans submitted pursuant to this Article. The ARC, from time to time and at its sole discretion, may adopt architectural rules, regulations and guidelines (“Architectural Standards”). The Architectural Standards shall interpret and implement the provisions of this Declaration for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features which may be used in the Property.

8.5 ARC Decision. The ARC shall render its approval or denial decision with respect to the construction proposal within twenty (20) working days after it has received all material required by it with respect to the application. All decisions shall be in writing. In the event the ARC fails to render its decision of approval or denial in writing within sixty (60) days of receiving all material required by it with respect to the proposal, the application shall be deemed approved. Approval by the ARC does not imply government approval which is solely the responsibility of the Owner.

8.6 ARC Discretion. The ARC may, at its sole discretion, withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for East Park Estates. Consideration such as siting, shape, size, color, design, height, solar access, or other effect on the enjoyment of other Lots or the Common Property, and any other factors which the ARC

reasonably believe to be relevant, may be taken into consideration by the ARC in determining whether or not to consent to any proposed work.

8.7 Nonwaiver. Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing the ARC's right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

8.8 Appeal. At any time after Declarant has delegated appointment of the members of the ARC to the Board of Directors pursuant to Section 8.2, any Owner adversely impacted by action of the ARC may appeal such action to the Board of Directors. Appeals shall be made in writing within ten (10) days of the ARC's action and shall contain specific objections or mitigating circumstances justifying the appeal. If the Board is already acting as the ARC, the appeal shall be treated as a request for a rehearing, but in such case the Board must actually meet and receive evidence and argument. A final, conclusive decision shall be made by the Board of Directors within fifteen (15) days after receipt of such notification. The determination of the Board shall be final.

8.9 Effective Period of Consent. The ARC's consent to any proposed work shall automatically be revoked three (3) months after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the ARC.

8.10 Determination of Compliance. The ARC shall inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformance with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of any noncompliance and shall require the Owner to take the necessary action to bring the work into compliance with the approved project.

8.11 Noncompliance. If the ARC determines that an Owner has not constructed an improvement consistent with the specifications on which approval is based, or if the Owner has failed to obtain approval, and if the Owner fails to diligently commence to remedy such noncompliance in accordance with the provisions of the notice of noncompliance, then at the expiration of the third (3rd) day from the date of such notification, the ARC shall provide a notice of a hearing to consider the Owner's continuing noncompliance. The hearing shall be set not more than thirty (30) days from the date of the notice of noncompliance. At the hearing, if the ARC finds that there is no valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of correcting it. The ARC shall then require the Owner to remedy or remove the same within a period of not more than ten (10) days from the date of the ARC's determination. If the Owner does not comply with the ARC's ruling within such period or within any extension of such period as the ARC, at its discretion, may grant, the Association may (a) remove the noncomplying improvement, (b) remedy the noncompliance, (c) impose fines pursuant to any fine schedule previously adopted by the Board, or (d) file suit to compel compliance. The costs of such action shall be assessed against the Owner and his Lot, including all attorneys' fees and other costs expended and

incurred to enforce compliance before suit or action is filed and at trial or on any appeal or review of therefrom.

8.12 Liability. Neither the ARC, the Board, their agents, nor any member thereof shall be liable to any Owner, Occupant, or builder for any damage, loss or prejudice suffered or claimed or claimed to be suffered arising from any action by the ARC or a member thereof or failure of the ARC or a member thereof, provided only that the member has acted in good faith in accordance with the actual knowledge possessed by him.

8.13 Estoppel Certificate. Within fifteen (15) working days after written request is delivered to the ARC by an Owner, and upon payment to the ARC of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the Chairman of the ARC, and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof either (a) all Improvements made or done upon or within such Lot by the Owner comply with this Declaration or any Rules and Regulations either promulgated by the Board or the ARC, or (b) such Improvements do not so comply, in which event, the certificate shall also identify the noncomplying Improvements and set forth with particularity the nature of such noncompliance. The Owner, his/her/their heirs, devisees, successors and assigns shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Declarant, the ARC, the Association and all Owners, and all such persons deriving an interest through any of them.

ARTICLE 9 ADDITIONAL RESTRICTIONS AND DUTIES

9.1 Limitations on Transfer. No owner shall transfer, either by conveyance, contract of sale, or lease any interest in his or her Lot which would result in ownership of such Lot being held by more than ten (10) persons.

9.2 Structure Permitted. Except to the extent expressly provided or contemplated in the Declaration, no Improvements shall be erected or permitted to remain on any Lot except Improvements designed for residential living and Improvements normally accessory thereto.

9.3 Residential Use. Lots shall only be used for residential purposes. Except with the consent of the Board, and as allowed by applicable ordinances, agreements, or land use approvals, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. Nothing in the paragraph shall be deemed to prohibit: (i) activities relating to the rental or sale of Building Structures or Lots, (ii) the right of Declarant or any contractor or homebuilder to construct Building Structures on any Lots, to store construction materials and equipment on such Lots in the normal course of construction, and to use any Building Structure as a model home for purpose of sales or rental in the Property, or (iii) a home office where no customers come to the Lot and no inventory is handled or stored.

9.4 Private Streets. Owners will follow all posted speed limit, no parking, limited parking and other traffic control signs on the Private Streets.

9.5 Parking. Storage or parking of boats, trailers, motor homes, trucks (except pickups of one-ton weight or less) truck campers, motorcycles, or other recreational vehicles or similar equipment and vehicles shall not be allowed on any part of the Property or on public streets adjacent thereto, excepting only within areas designated for such purpose by the Board in accordance with the terms of this Declaration or within the confines of an enclosed garage or screened area, the plans of which comply with applicable ordinances, agreements, or land use approval and have been reviewed and approved by the ARC prior to construction, and no portion of the same may project beyond screened area.

9.6 Vehicles in Disrepair. No Owner shall permit any vehicle, which is either inoperable or in an extreme state of disrepair to be abandoned or to remain parked upon any Lot or public or Private Street for a period in excess of forty eight (48) hours. A vehicle shall be deemed in an “extreme state of disrepair” when the Board reasonably determines that its presence offends the occupants of the neighborhood. Should any Owner fail to remove such vehicle within five (5) days following the date on which notice is mailed to such Owner by the Association, the Association may have the vehicle removed from the Property and charge the expense on such removal to the Owner.

9.7 Signs. No sign shall be erected or maintained on any Lot except “for sale” or “for rent” signs, which are pre-approved in appearance and location by the Association and the ARC.

9.8 Antennas and Satellite Disks. Exterior antennas, exterior satellite receivers and transmission disks shall not be permitted to be placed upon any Lot except as approved by the ARC.

9.9 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.

9.10 Fences. No Owner will hang anything on the outside of the fencing on a Lot.

ARTICLE 10 ENFORCEMENT

10.1 Non-qualifying Improvements and Violation of General Protective Covenants. In the event any Owner constructs or permits to be constructed on such Owner’s Lot an Improvement contrary to the provisions of this Declaration, or causes or permits any Improvement, activity, condition or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated on such Owner’s Lot, then the Association, acting through the Board, may require the Owner to remedy or abate the same in order to bring the Owner’s Lot, the Improvements thereon and the Owner’s use thereof into conformance with this Declaration. If the Owner is unable or unwilling to comply with the Association’s specific directives for remedy or abatement, or the Owner and the Association cannot agree on a mutually acceptable solution within the framework and intent of this Declaration, after the Owner has been afforded notice and opportunity to be heard, within thirty (30) days after such notice, then the Association, acting

through the Board, shall have, in addition to any other rights or remedies provided in this Declaration, at law or in equity, the right to do any or all of the following:

10.1.1 Fines. If it so chooses, the Board of Directors may approve a resolution setting forth a schedule of reasonable fines to be levied and then impose such fines against such Owner in the manner and amount the Board deems appropriate in relation to the violation;

10.1.2 Remove Cause of Violation. Enter the offending Lot (which entry shall not subject the Association, the directors of the Association or any agent or representative thereof to liability for trespass, conversion or any other claim for damages) and remove the cause of such violation, or alter, repair or change the item which is in violation of the Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done, provided that no items of construction shall be altered or demolished in the absence of judicial proceedings: and/or

10.1.3 Suit or Action. Bring suit action against the Owner on behalf of the Association and other Owners to enforce this Declaration.

10.2 Default in Payment of Assessments; Enforcement of Lien. If an Assessment or other charge levied under this Declaration is not paid within thirty (30) days after its due date, such Assessment or charge shall become delinquent and shall bear interest from the due date until paid at the rate set forth below and, in addition, the Association may exercise any or all of the following remedies:

10.2.1 Suspension of Rights: Acceleration. The Association may suspend such Owner's voting rights until such amounts, plus other charges under this Declaration, are paid in full and may declare all remaining periodic installments of any Assessment or any other amounts owed by such Owner to the Association immediately due and payable. In no event, however, shall the Association deprive any Owner of access to and from such Owner's Lot.

10.2.2 Lien. The Association shall have a lien against each Lot for any Assessment levied against such Lot and any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot from the date on which the Assessment, fine or charge is due. The provisions regarding the attachment, recordation, and duration of liens established on real property under ORS 94.709 shall apply to the Association's lien. As provided in ORS 94.709, the lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens created under ORS 87.010. The Association, through its duly authorized agents, may bid on the Lot at such foreclosure sale, and may acquire and hold, lease, mortgage and convey the Lot. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the date the first installment of the Assessment becomes due.

10.2.3 Suit or Action. The Association may bring an action to recover a money judgment for unpaid Assessments, fines and charges under this Declaration without

foreclosing or waiving the lien described in Section 10.2.2. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

10.2.4 Other Remedies. The Association shall have any other remedy available to it by law or in equity.

10.3 Notification of First Mortgages. The Board shall use reasonable efforts to notify any first mortgagee of any Lot of any default in performance of the terms of this Declaration by the Lot Owner, which is not cured within sixty (60) days. However, the Board and the Association will have no liability for failure to do so.

10.4 Subordination of Lien to Mortgages. To the extent provided by law, the lien for the assessments or charges provided for in this Declaration shall be subordinate to the lien of any first mortgage or first deed of trust on such Lot which was made in good faith and for value and which was recorded prior to the recordation of the notice of lien. Sale or transfer of any Lot shall not affect the assessment lien. If a first mortgagee acquires a Lot by foreclosure or deed in lieu of foreclosure, the mortgagee and subsequent purchaser shall not be liable for any of the common expenses chargeable to the Lot which became due before the mortgagee or purchaser acquired title to the Lot. The unpaid expenses shall become a common expense of all Owners including the mortgagee or purchaser.

10.5 Interest, Expenses and Attorneys' Fees. Any amount not paid, including late charges, to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at a rate three percentage (3%) points per annum above the "prime rate" offered by The Wall Street Journal as of the due date therefore, or at such other rate as may be established by the Board, but not to exceed the lawful rate of interest under the laws of the State of Oregon. A late charge may be charged for each delinquent assessment in any amount established from time to time by resolution of the Board not to exceed ten (10) percent of such assessment. In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Board. In the event the Association shall bring any suit or action including a foreclosure action, the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof, along with reasonable costs.

10.6 Non-exclusiveness and Accumulation of Remedies. An election by the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of any other remedy permitted hereunder. The remedies provided in this Declaration are not exclusive, but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate, or remedy any violation of this Declaration by appropriate legal proceedings.

ARTICLE 11

DECLARANT'S SPECIAL RIGHTS

11.1 General. Declarant is undertaking the work of developing Lots, Common Property and other improvements within East Park Estates. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until 180 days after all Lots on the Property, including the Expansion Property, have been sold to a third party other than a Limited Successor Declarant (the "Period of Declarant Control"), Declarant shall have the special rights set for in this ARTICLE 11.

11.2 Control of the Association. Declarant will have the rights to control the Association, including those provided in Sections 6.3.2 and 6.6.

11.3 Marketing Rights. Declarant shall have the right to maintain a sales office and model on one or more of the Lots which the Declarant may or may not own, to be staffed by the employees of the Declarant or any licensed real estate sales agents. The Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week. The Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations of the Property, including, without limitation, the Common Property.

11.4 Declarant's Easements. The Declarant has reserved easements over the Property as more fully described in Section 4.3 hereof.

11.5 Appearance and Design of East Park Estates. Declarant shall not be prevented from changing the Common Property, including the landscaping or any other matter directly or indirectly connected with the Property in any manner deemed desirable by Declarant, provided that the Declarant obtains any governmental consents required by law.

11.6 Construction by Declarant. All construction of Improvements by Declarant or any Limited Successor Declarant is presumed to have been approved by the ARC and to meet any Design Guidelines of the Association.

11.7 Assignment of Special Declarant Rights. Pursuant to ORS 94.623, Declarant may assign all of its rights hereunder to a successor Declarant, or some of its rights hereunder to a Limited Successor Declarant. Such assignment will be accomplished pursuant to an instrument identifying the rights transferred, which instrument will be recorded with the Marion County recorder's office.

ARTICLE 12 CITY OF SALEM REQUIREMENTS

12.1 The following provisions are included pursuant to SRC 210.055(b):

12.1.1 Property owners within the planned unit development shall automatically be members of the home owners' association with the purchase of a dwelling unit or other property within the planned unit development.

12.1.2 The home owners' association's principal source of funds shall be an assessment levied against each dwelling unit or other property, which assessment shall be enforceable as a lien against the dwelling unit or property.

12.1.3 The permitted use of the common open space is identified in Section .

12.1.4 No changes will be made to this Declaration which would eliminate the provisions required under Article.

ARTICLE 13 MISCELLANEOUS

13.1 Records. To the extent required by ORS 94.670, the Board of Directors shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The Board of Directors shall also keep detailed and accurate financial records including individual assessment accounts of Owners, the balance sheet, and income and expense statements. Individual assessment accounts shall designate the name and address of the Owner or Owners of the Lot, the amount of each assessment as it becomes due, the amounts paid upon the account, and the balance due on the assessments. The minutes of the Association, the Board and committees, and the Association's financial records shall be reasonably available for review and copying by the Owners to the extent allowed under ORS 94.670. A reasonable charge may be imposed by the Association for providing copies.

13.2 Indemnification of Directors, Officers, Employees and Agents. The Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that he/she is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by said person in connection with such suit, action or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceedings, had reasonable cause to believe his/her conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over

and against all other Directors, officers, employees or agents and members of the Association who participated with or benefited from the acts which created said liability.

13.3 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of these covenants, conditions, and restrictions being recorded, after which time such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by members holding at least seventy-five percent (75%) of the voting power of the Association, which is recorded in the deed records of Marion County.

13.4 Amendment and Repeal.

13.4.1 This Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed by the Owners holding not less than seventy-five percent (75%) of the voting power of the Association.

13.4.2 Any such amendment or repeal shall become effective only upon recordation in the deed records of Marion County of a certificate of the President or Secretary of the Association setting forth in full the amendment, amendments or repeal so approved and certifying that said amendment, amendments or repeal have been approved in the manner required by this Declaration.

13.4.3 In no event shall an amendment under this Section create, limit or diminish special Declarant rights without Declarant's written consent, or change the boundaries of any Lot or any uses to which any Lot is restricted unless the Owners of the affected Lots unanimously consent to the amendment.

13.5 Regulatory Amendments. Notwithstanding the provisions of Section 13.4, until the turnover meeting described in Section 6.7.3, Declarant shall have the right to amend this Declaration or the Bylaws in order to comply with the requirements of any applicable statute, ordinance, regulation or guideline of the Federal Housing Administration, the Veteran's Administration, the Farmer's Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon which insures, guarantees or provided financing for a planned community or lots in a planned community.

13.6 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be mailed postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the Lot owned by such person if no address given by such person to the Association for the purpose of service of such notice. Such notice address may be changed from time to time by notice in writing to the Association.

13.7 Right of Enforcement. Except as otherwise provided herein, any Owner of any Lot covered by this Declaration shall have the right to enforce any or all of the provisions hereof against any property covered by this Declaration and the Owners thereof.

13.8 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

13.9 Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Association, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

13.10 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure has been committed by the Owner.

13.11 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the rights to enforce any such provision or any other provision of said restrictions.

13.12 Restrictions Construed Together. All of the provisions hereof shall liberally construed together to promote and effectuate the general plan and scheme of the Property.

13.13 Restrictions Severable. Each of the provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

13.14 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine or neuter.

13.15 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

13.16 Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the documents governing East Park Estates, such conflict shall be resolved by looking to the following documents in the order shown below:

- a. Declaration of Covenants, Conditions and Restrictions;
- b. Articles of Incorporation;
- c. Bylaws;
- d. Rules and Regulations.

[Signature on following page.]

Effective this _____ day of _____, 2020.

East Park, LLC,
an Oregon limited liability company

By: _____

Name: Kiril Ivanov

Title: Manager

STATE OF OREGON)

) ss.

COUNTY OF _____)

Personally appeared before me on the _____ day of _____, 2020, the above-named Kiril Ivanov who did say he was a manager of East Park, LLC, and that this instrument was signed in behalf of said limited liability company by authority of its operating agreement; and acknowledged that he executed the foregoing as its voluntary act and deed.

NOTARY PUBLIC for Oregon,
My Commission expires: _____.

EXHIBIT A
LEGAL DESCRIPTION

Lots 1 through 147 and Tracts 1A and 1B, East Park Estates, Phase 1, County of Marion, State of Oregon, and all private streets included thereon.