

AFTER RECORDING RETURN TO:  
CGC, INC.  
400 E. EVERGREEN BLVD  
SUITE 311  
VANCOUVER, WA 98660

BOOK 2679 PAGE 2418

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
PERSIMMON COUNTRY CLUB COMMUNITY

This Declaration is made by CGC, Inc., an Oregon corporation, hereinafter called the "Declarant"

WITNESSETH

WHEREAS Declarant is the Owner of real property in the City of Gresham, Multnomah County, Oregon, known as Persimmon Country Club Community and legally described in Exhibit A of this Declaration (the "Property"), and desires to create thereon a residential community with open spaces and certain common tracts and interests for the benefit of said community;

WHEREAS Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of the open spaces and common tracts and interests, and to this end desires to subject the Property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are declared to be for the benefit of the Property and each and every owner of any part thereof;

WHEREAS Declarant has deemed it desirable to create an owners association to administer and enforce certain of said covenants, conditions and restrictions; and

WHEREAS Persimmon Country Club Community Homeowners Association ("Association") is an Oregon non-profit corporation formed for such purpose and the purposes described in its articles of incorporation;

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RESTRICTIONS, HEREIN, IF ANY BASED ON  
RACE, COLOR, RELIGION, SEX, HANDICAP  
FAMILIAL STATUS OR NATIONAL ORIGIN  
ARE DELETED

APR 23 1993

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, sold and conveyed subject to the covenants, conditions and restrictions hereinafter set forth.

1. Definitions. In addition to other definitions set forth in this Declaration, the following words and terms when used herein shall have the following meanings:

1.1 "Properties" shall mean the Property and such additions thereto as may later be brought within the jurisdiction of the Association.

1.2 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and Unit Owners. The Common Area to be owned by the Association at the time of conveyance of the first Lot is deemed to include tracts A, B, C and D of Phase I as shown on the recorded plat thereof. Additional Common Area tracts may be designated by Declarant as plats are recorded for future phases.

1.3 "Common Elements" shall mean real property rights and interests held by the Declarant or Association within the Properties other than Common Areas, as to which the Association shall have certain rights and obligations as may be described herein, including but not necessarily limited to the easements described in Section 5 hereof, and also including the right and obligation to plant, maintain and replace trees, shrubs and other landscaping, consistent with the Persimmon Design Handbook and requirements of the city of Gresham, within the right of way along both sides of Butler Road within the Properties.

1.4 "Lot" shall mean any plot of land shown on any recorded subdivision map of the Properties with the exception of Common Area and any plot platted for multi-family residences.

1.5 "Unit" shall mean a single dwelling unit within a multi-family structure within the Properties.

1.6 "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.7 "Unit Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.8 "Member" shall mean every person or entity who holds membership in the Association.

1.9 "Persimmon Design Committee" or "Committee" shall mean the design committee established by the Declarant.

1.10 "Persimmon Design Handbook" or "Handbook" shall mean the handbook of design guidelines adopted by Declarant for Persimmon Country Club Community, as it may be modified from time to time by Declarant or the Association.

2. Membership and Voting Rights.

2.1 Each Owner and Unit Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit which is subject to

assessment by the Association. Ownership of such Lot or Unit shall be the sole qualification for membership.

2.2 Voting Rights. The Association shall have two classes of voting membership.

2.2.1 Class A. Class A Members shall be all Owners and Unit Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot and each Unit owned. When more than one person holds an interest in any Lot or Unit, all such persons shall be Members. The vote in such instances shall be exercised as they determine, but in no event shall more than one vote be cast respecting any Lot or Unit.

2.2.2 Class B. The Class B Member shall be the Declarant and shall be entitled to three votes for each Lot and each Unit owned. Until such time as additional property is brought within the jurisdiction of the Association as provided herein, there shall be deemed to be a total of 209 Lots within the Properties, provided that such total number of Lots, and thus votes, shall be adjusted as may be required so as to be in accordance with the actual number thereof as plats for future phases are recorded. Declarant shall be accorded votes with respect to Units at such time as any plat identifying such Units may be recorded. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

b. On December 31, 2003.

2.3 Association of Unit Owners. Declarant reserves the right to establish an association of Unit Owners prior to the recording of any plat identifying such Units, with such rights, powers, duties and obligations as Declarant may deem appropriate, in which event Unit Owners would become members of such association as well as Members of the Association.

3. Annexation of Additional Properties. If additional lands adjacent to the Property or separated from the Property only by public property are developed by Declarant, the Declarant may cause such additional lands to be annexed to and thereby be deemed a part of the Properties.

4. Property Rights in the Common Area.

4.1 Members' Easements of Enjoyment. Subject to the provisions of Sections 4.2 and 4.3, every Member shall have a right and easement of enjoyment in and to the Common Area and Common Elements and such easement shall be appurtenant to and shall pass with title to every Lot and Unit.

4.2 Conveyance of Common Areas and Common Elements.

At such time or times as the Declarant, or its successor as developer, shall deem the Association financially capable of operation thereof, it shall convey to the Association some or all of the Common Areas and Common Elements; provided, that any part

so conveyed shall be free of debt encumbrance at the time of conveyance. The Association shall accept each such conveyance, and thereupon shall be vested with authority to govern the areas and interests so conveyed and shall be responsible to operate, maintain, protect and support such areas and interests and pay taxes and assessments thereon (except that the Association shall have no obligation to pay real property taxes with respect to any Common Elements), and the Declarant thereafter shall have no control, obligation or responsibility, financial or otherwise, with respect thereto. The Declarant may, at its discretion, advance initial operating funds to the Association, which amounts shall be determined by the Declarant and repaid by the Association within two (2) years of the advance.

4.3 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

4.3.1. The right of the Association provided in its articles of incorporation or bylaws to suspend the voting rights and right to use any Common Area, Common Element or Association facilities, if any, of a Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;

4.3.2. The right of the Association to dedicate or convey all or any part of the Common Area or Common Elements to any municipal, county, state, federal or other public agency,

authority or utility, or to a private party or other entity, for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or conveyance or determination shall be effective unless an instrument agreeing to such dedication or transfer, signed by Members entitled to cast two-thirds (2/3) of the votes, has been recorded, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken; and

4.3.3 The right of the Association, through its board of directors ("Board"), to grant easements over, under or across any part of the Common Area or Common Elements.

4.4. Any Member may delegate, in accordance with the bylaws, the right of enjoyment to the Common Area and Common Elements to contract purchasers who reside on a Lot or Unit.

5. Easements. There is hereby reserved to Declarant and the Association a blanket easement upon, across, over and under each Lot and Unit and the Common Area for the following purposes:

5.1 Access, including trimming or clearing of vegetation, for the purposes of installation, repair and maintenance of all utilities, including but not limited to water, sewer, gas, telephones, electricity and a master or cable television antenna system, provided that such utility easements shall be located as shown on the recorded plat;

5.2 Maintenance, including but not limited to fertilizing and spraying of all trees, grass and other vegetation and landscaping, of the Common Area and Common Elements;

5.3 Sidewalk easements to allow meandering as part of the overall street design; and

5.4 An easement for construction, planting, maintenance and replacement of buffer fences and landscaping, limited in location to a five (5) foot wide strip running parallel and adjacent to the right of way line along both sides of Butler Road within the Properties.

6. Covenant for Maintenance Assessments.

6.1 Declarant, for each Lot and Unit owned within the Properties, hereby covenants, and each owner of any Lot or Unit by acceptance of the deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual assessments and special assessments as set forth herein. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with interest thereon and costs of collection thereof, shall also be a personal obligation of the owner of such property at the time when the assessment falls due. Such personal obligation shall



not pass to the successor in title to such property unless expressly assumed by the successor.

6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the Owners and Unit Owners, and for the preservation, improvement and maintenance of the Common Area and Common Elements described herein, as well as any subsequent property as may be acquired by the Association, and payment of any taxes or levies thereon; provided, however, the Association shall have no liability or obligation to pay any tax or levy with respect to any Common Element, and such obligation shall be that of the owner of the property on which such Common Element is located. Without limiting the generality of the foregoing, assessments may be used to lease equipment or facilities for the use or benefit of the Owners and Unit Owners and also for other goods and services benefiting the Properties, including but not limited to the cost of electricity for the street lighting along Butler Road between the Gresham City limits as they exist on the date of this Declaration and Hogan Road, and 50 percent of the cost of maintenance, repair and replacement of the monument located or to be located at the intersection of Butler Road and Hogan Road.

6.3 Basis of Annual Assessment. Unless changed by vote of the membership as hereinafter provided, the maximum annual assessment for any Lot or Unit shall be \$180 per year. The Board may, after consideration of the current maintenance

costs and the financial requirements of the Association, fix the annual actual assessment at an amount less than the maximum.

6.4 Special Assessments for Capital Improvements.

Upon vote of the Members in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the cost of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or with respect to any Common Element including necessary fixtures and personal property related thereto.

6.5 Voting and Notices for Special Assessment and Change of Maximum Assessment. Any special assessment or change in maximum annual assessment must have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all Members at least 30 days in advance of the date of such meeting, setting forth the purpose of the meeting.

6.6 Date of Commencement of Annual Assessment. The initial annual assessment shall commence on the first day of such month as determined by the Board, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on March 1 of such year. The amount of the initial annual assessment for any property

which becomes subject to assessment for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

6.7 Determination of Annual Assessment. The Board shall fix the amount of the annual assessment against each Lot and Unit and give the owner subject thereto written notice of such assessment at least 30 days in advance of the due date thereof. The Board shall cause to be prepared a roster of Lots and Units subject to assessments with assessments applicable to each such property and shall keep such roster in the Association office subject to inspection by any Owner or Unit Owner. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Unit have been paid.

6.8 Effect of Nonpayment of Assessments: Remedies of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and shall bear interest at the rate of 18 percent per annum, or the highest rate permitted by law, whichever is less, from such due date. The secretary of the Association shall file in the Multnomah County Records within 90 days after such delinquency, a notice stating the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and

file a proper release thereof. Such assessment with interest set forth above shall constitute a lien on such Lot or Unit from the date of filing the notice of delinquency until the lien is released. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner or Unit Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property. In the event a judgment or decree is obtained in favor of the Association, the Owner or Unit Owner shall be liable for the Association's court costs and disbursements and reasonable attorney fees to be fixed by the court, both at trial and on any appeal, such costs, disbursements and attorney fees to be further secured by such lien. No Owner or Unit Owner may waive or otherwise escape liability for assessments by nonuse of the Common Area or Common Elements or abandonment of the Lot or Unit in question.

6.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot or Unit shall not affect the assessment lien. However the sale or transfer of any Lot or Unit which is subject to any first mortgage or first deed of trust, pursuant to a decree of foreclosure under such mortgage or deed of trust or to any proceeding in lieu of foreclosure thereof, shall extinguish any lien of an assessment which becomes a lien prior to such sale or transfer. But such sale or transfer shall not release such

Lot or Unit from liability for any assessments thereafter becoming due or from the lien thereof.

6.10 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

6.10.1 All properties to the extent of any easement or other interest therein dedicated to and accepted by a municipal corporation or other local public authority and devoted to public use.

6.10.2 All Common Areas.

6.10.3 All unimproved property owned by Declarant, its successors or assigns.

6.11 Association Option to Remedy Violations. In the event any Owner or Unit Owner fails to maintain their premises and/or improvements in a manner satisfactory to the Board or fails to comply with any provision of these Declarations, the Board on behalf of the Association shall have the power and right at all times, after 30 day written notice to the owner, and for the account of the owner, to abate and correct any such failure; to remove any and all structures, fixtures, and personal property which violate these Declarations; to enter the premises and repair, maintain and/or restore the premises and/or any improvements thereon; to plant or re-plant, trim, cut back, remove, replace, cultivate or maintain hedges, trees, shrubs, plants or lawns; maintain a private roadway, maintain drainage areas or correct erosion on slopes. Any and all expenses which

may be incurred by the Association herein pursuant to this Section 6 shall be enforceable against the Owner or Unit Owner by the Association as provided herein and shall be the personal obligation of the owner. The Declarant or Association shall be entitled to recover all actual costs and fees incurred in such action including, but not limited to, costs and disbursements and reasonable attorney fees, whether or not suit is commenced, and if suit is commenced, at trial and on appeal, including proceedings under the Federal Bankruptcy Code or state receivership statutes. Said amounts shall also be a charge on the land and shall be a continuing lien upon the property enforceable as provided in this Section 6.

7. Protective Covenants and Use Restrictions.

7.1 Land Use - Building Restriction. The general plan for location of lots for private residential use and easements shall be as specified in the recorded plats.

7.2 View. Neither the Declarant, the Association nor the Persimmon Design Committee, nor any member, employee, agent, officer, director or shareholder of any of them, shall be liable if a dwelling should block a portion or all of another's view(s).

7.3 Model Home. So long as Declarant or its successor in interest shall own property within the Properties, it shall be entitled to maintain a sales office and such model homes as it, in its sole discretion, shall determine to be necessary or helpful to the sale of Lots, homes or Units in the development. No trailer, mobile home, garage, barn or other outbuilding, or

any other structure of a temporary character shall be used on any lot at any time as either a temporary or permanent residence.

**7.4 Utilities.** Utilities to service Lots and Units will be installed underground, including but not limited to sanitary sewer, storm drainage (except such surface drainage as is shown on the recorded plat), water, natural gas, electrical service, telephone lines and cable television lines. All building plans and specifications and a plan showing the location of the structure must be submitted to the Persimmon Design Committee for architectural approval prior to obtaining a building permit or any other type of permit from any governmental entity.

**7.5 Alterations and Additions; Temporary Structures.** No exterior alteration or addition shall be made to any structure or any Lot or Unit without the prior written approval as provided in Section 7.13. No structure of a temporary character shall be erected or maintained on any lot other than during the period required for building construction or for an emergency, nor shall any such structure or any garage or trailer be used at any time for living quarters.

**7.6 Yard Set Backs, Fences, Hedges and Walls.** No fence, hedge, structure, wall, or retaining wall shall be constructed or exist anywhere on any Lot without prior written approval as provided in Section 7.13. All structures erected shall conform with regulations relative to front yard, side yard, and rear lot set backs. No planting or structure obstructing

vision at driveways shall be permissible or maintained. Installation and maintenance of retaining walls that are required and approved in writing by the Declarant or Association due to topographic conditions of individual Lots are the sole and absolute responsibility of the property owner and are to be aesthetically incorporated into the landscaping of the Lot and are not the responsibility of the Declarant or Association. Fences shall be well constructed of suitable fencing materials, shall be artistic in design, and shall not detract from the appearance of the dwelling house located upon the Lot or from the appearance of the dwelling houses located on neighboring Lots. Fencing front yards shall not be permitted other than minor landscaping structures approved as provided in Section 7.13. No trees shall be removed by the property owner or the Association from the Common Area, any Common Element or any Lot without permission as provided for in Section 7.13.

7.7 Animals. Other than a maximum of three (3) household pets, no animals shall be kept or allowed to be kept on any Lot or in any residential premises. Household pets may not be kept, bred or maintained for a commercial purpose. Dogs and cats shall be controlled as provided by ordinance of Gresham or Multnomah County, Oregon, as applicable. Pets shall be confined to the dwelling or rear portion of the Lot and shall not be permitted to run free or otherwise to be or become a nuisance or a source of annoyance to the other residents. The Declarant or the Association may at any time require the removal of any animal



which it finds is disturbing other owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain.

7.8 Signs. No sign shall be erected or displayed upon any Unit, Lot or residence without prior written permission as provided in Section 7.13; provided, such permission shall not be required for one sign no larger than 6 inches by 24 inches displaying the name and/or address of the occupant, for one temporary sign in conformance with specifications set forth on Exhibit B attached hereto advertising the property for sale, one professionally made political sign no larger than 18 inches by 24 inches, or for temporary community decorations, but such signs must be removed upon the sale or upon conclusion of the election or community event.

7.9 Use of Property. Except for model homes, no residential dwelling is to be used for the conduct of business or for any commercial purpose. No oil or gas well, mine or quarry, or equipment therefore, nor any appliance or structure for business purposes shall be located or operated on any property designated as residential premises. Installation of flag poles, radio antennae, satellite receiving dishes, exterior-mounted television antennae or cable-television antennae, and structures detached from the dwelling unit are prohibited unless prior written approval is obtained as provided in Section 7.13. No rotary beams, separate towers or other similar devices shall be constructed on any Lot or Unit. Drying lines or apparatus shall

not be visible from exterior view. No noxious or offensive activity shall be carried on upon any Lot or Unit and nothing shall be done which may constitute a nuisance, annoyance or aesthetic burden to the neighborhood or other occupants. It is the obligation of each and every occupant and owner to strictly comply with all ordinances, now existing or hereafter enacted or amended, pertaining to public disturbances, noise or any other rule or regulation pertaining to the same. Owners and Unit Owners shall be responsible not only for their own conduct but also for the conduct of their guests and other occupants whether the owner is present or not. The provisions of this Section 7.9 to the contrary notwithstanding, an Owner or Unit Owner may maintain a small office within a residential dwelling so long as no evidence thereof is visible from outside the dwelling except as may be required by law and approved by the Board, and so long as activity with respect to such office, in the sole discretion of the Board, does not create a nuisance, is not offensive to neighbors, and does not disturb the peace or tranquility of the community.

7.10 Landscape and Maintenance. The landscaping shall conform to the general pattern of the other residential dwellings and to the guidelines adopted by the Persimmon Design Committee. The landscaping of yards shall be completed in compliance with the schedule set forth in the Handbook for submittal of landscape plans and completion of construction. In the event of undue hardship due to weather conditions, this provision may be

extended for a reasonable length of time by the Declarant, Committee or Association. Appropriate security for completion may be required. Construction of the residence as approved by the Committee shall commence not later than one year from the closing of purchase of the Lot, and such construction and the landscaping associated therewith shall be completed within two years of such closing. All yards and growth thereon shall be maintained, cultivated, and kept free from insects and diseases. All trees, shrubs and landscaping of any kind shall be kept neat and pruned so as not to obstruct the view from other Lots and shall be consistent with the preferred list of plants and materials approved by the Committee in accordance with its design guidelines.

7.11 Easements. Within the easements for utilities and drainage as shown on the recorded plats, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction and flow of drainage channels in the easements. No owner shall block, hinder, or interfere with the established drainage pattern over such owner's land from adjoining or adjacent land. The Association shall have authority to require an owner at the owner's expense to take remedial action for the correction of erosion activity on the owner's section of any slope.

7.12 Roofs, Exterior Paint Color and Trees. Shake, cedar shingles, ceramic tile, architectural grade heavy

composition shingles carrying a minimum 35 year warranty, or other roofing material as approved by the Committee is required. No roof shall be replaced with other than like material and color without prior written approval as provided in Section 7.13. Structures may be repainted with preapproved colors in accordance with the pallet attached as Appendix D of the Persimmon Design Handbook. Repainting with other colors will require prior written approval as provided in Section 7.13. No existing tree shall be removed and no exterior alteration or addition (whether joined to or detached from any other structure) shall be permitted unless prior written consent as provided in Section 7.13 shall have been obtained. All chimneys must be designed and faced with materials to blend in aesthetically with the residence as determined by the Committee. Any outbuilding or storage shed must receive the written approval of the Committee as set forth in Section 7.13 prior to commencement of construction.

7.13 Architectural Control. The owner, purchaser and occupant, their heirs, successors and assigns, of each Lot and Unit, by acceptance of title thereto, an interest therein or possession thereof, covenant and agree that no building, driveway, fence, wall, swimming pool, rockery, basketball hoop or other structure of any type, or landscaping shall be commenced, erected or maintained within the Properties, nor shall any exterior addition, change or alteration be made until the plans and specifications showing the nature, kind, shape, height,

materials and location by site plan of the same shall have been submitted to and approved in writing by the Persimmon Design Committee as to the quality of workmanship and materials planned, for harmony of external design and location in relation to surrounding structures and topography, building setback restrictions and finish grade elevations, and for conformity with the Persimmon Design Handbook established by Declarant and as it may be modified from time to time by Declarant or the Association, subject to such fees, fines and procedures as may be set forth in the Handbook. All plans shall also comply with all state, county, and/or local regulations. Complete plans and specifications of all proposed buildings, structures and exterior alterations together with detailed plans showing the proposed location of same on the particular building site shall be submitted for approval in accordance with the time lines herein below set forth. One set of plans shall always remain on the job site and one shall remain with the Declarant or Association. Approval shall be by the Declarant, Declarant's successor, or the Committee which shall be selected by Declarant or its successor, during such period as Declarant or its successor shall own any property within the Properties. Thereafter, the jurisdiction and authority shall be exclusively that of the Association, acting through its Board, or by the Committee then appointed by the Board. In the event said Declarant or Board, or their designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said written plans and

specifications have been submitted to it, approval thereof will be deemed to have been given. However, any square footage requirements contained in these Declarations or any amendment hereto shall remain applicable. The Declarant, Board or Committee, as the case may be, shall have the right to reject, for any reason whatsoever, including purely aesthetic grounds, any proposal which it decides is not suitable or desirable. The decision shall be in writing and if a proposal is not approved, the decision shall include a statement of reasons for the action taken. If the plans and specifications are rejected, the owner shall have the opportunity to resubmit plans. As set forth below, the owner agrees to not maintain any action against Declarant, any member of the Committee, Association or Board or officers of the Association due to rejection of the plans and specifications and shall not seek recovery of any consequential damages incurred thereby, including but not limited to architect fees or engineering costs. All buildings and other structures must be designed by a registered architect, a professional building designer, or by another qualified person or firm approved or accepted by Declarant, the Association, or the Committee, as the case may be. Any proposed changes or additions to an approved set of architectural plans, site plan or landscaping plans must be submitted to Declarant, the Association, or the Committee, as the case may be. The members of the Committee shall have no personal liability for any action by or decision of the Committee performed in good faith. By

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acceptance of a deed to, interest in or possession of any Lot or Unit, such party and that party's heirs, successors and assigns agree and covenant not to maintain any action against Declarant, its officers, directors, shareholders, agents or employees, or any member of the Committee, Association or Board, or officer of the Association, which seeks to hold any of them personally or individually liable for damages or for declaratory, injunctive or equitable relief relating to or caused by any action or decision relating to architectural control.

7.14 Permitted Builders. Only Persimmon Master Builders ("Builders") will be permitted to build residences within the Properties. Builders will be selected by Declarant. If Declarant sells or otherwise conveys a Lot to a Builder, then construction thereof must commence within two (2) months from the date of closing of such purchase or the date of conveyance unless a waiver is obtained under Section 7.15 below. All external improvements and clean up thereof must be completed within eight (8) months from date of commencing construction. All landscaping must be completed within two (2) months from completion of construction. In the event of undue hardship due to weather conditions, completion of the landscaping may be extended for a reasonable length of time by the Declarant, Committee or Association. In the event the Builder fails to commence or complete construction or landscaping, Declarant, in its sole discretion, may exercise all rights to recover economic damages

against said Builder as well as any other remedies authorized by law or equity.

7.15 Grant of Waivers or Consents. Jurisdiction and authority to grant or extend exceptions, variances, waivers, and consents contemplated by the foregoing subsections of Section 7 shall be exclusively in the Declarant, or its successor, during such period as Declarant, or its successor, shall own any real property within the Properties. Thereafter, the jurisdiction and authority shall be exclusively in the Association, acting through its board of directors.

7.16 Vehicle Parking. At least two (2) off-street parking places are required on each Lot. A minimum two-car garage is also required, and a three-car garage is recommended. No trailer (including but not limited to boat trailers), recreational vehicle or camper of any type, no truck larger than  $\frac{1}{2}$  ton, no truck of any type mounting a camper or other large body, no vehicle in an extreme state of disrepair nor any abandoned vehicle shall be parked in front of the setback line of any Lot, or in a location visible from any street for a period in excess of 48 hours. Neither shall any of the aforesaid be parked overnight on the street in front of any Lot except for an occasional vehicle belonging to a guest. Should any such owner or contract purchaser or occupant fail to remove such vehicle within two (2) days following the date on which notice is mailed to such person by the Committee informing of a violation of this provision, the Committee may have such vehicle removed and charge



the expense of removal to said owner, purchaser or occupant. A vehicle shall be deemed to be abandoned or in an extreme state of disrepair when, in the opinion of the Committee, its presence offends the reasonable sensibilities of the occupants of the neighborhood.

7.17 Water Supply. No individual irrigation water supply system shall be permitted on any Lot unless the Declarant in its sole discretion gives prior written approval of such system.

7.18 Subdivision of Lots. No short platting or subdivision of Lots shall be permitted.

7.19 Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot.

7.20 Trash. Trash, garbage and other waste shall be kept in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be buried or screened so as to not be visible from any street or neighboring properties or residences. No burning is allowed. No Lot or any part of the Common Area or Common Elements shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets, open space or on any Lot. Compost piles are allowed if kept enclosed, sanitary and neat. Should any individual Owner, Unit Owner, contract purchaser or occupant fail to remove any such trash, rubbish, garbage, yard rakings or other materials from the Lot or the street or areas adjacent thereto within ten

(10) days following the date on which notice is mailed to such person by the Committee informing of such violation, then the Association may have such trash, garbage or other waste removed and charge the expense of removal to the owner, purchaser or occupant. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the owner, contract purchaser, and their successors in interest. Such charge shall also be a personal obligation of the party who is the owner, contract purchaser and occupant of the Lot or Unit involved on the date of removal.

7.21 Maintenance. Each Owner, Unit Owner, contract purchaser and occupant shall maintain their Lot and residence in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. This includes but is not limited to painting or staining, repair, replacement and care of roofs, gutters, downspouts, surface water drainage, walks and other exterior improvements and glass surfaces.

7.22 Damage Liability. Any damage to any Common Area or Common Element or any improvements thereon by property owners, their children, agents, visitors, friends, relatives, contract purchaser, occupant or service personnel shall be repaired by said property owner, contract purchaser or occupant within fifteen (15) days of such damage. Should repair not be completed within fifteen (15) days following the date on which notice is mailed by the Declarant or the Architectural Control Committee informing of such violation, then the Declarant or Committee may

execute such repair and the owner, contract purchaser or occupant shall be liable for the expense thereof and shall remit funds upon billing.

7.23 Maintenance Notice/Assessment of Costs. When, in the opinion of the Board, certain maintenance needs to be performed on a Lot or Unit, the Board shall notify the Owner by personal delivery or certified mail specifying what needs to be repaired or maintained. The Owner or Unit Owner shall then have thirty (30) days from the receipt of such notice to perform the necessary maintenance or to make written demand for a hearing before the Board. If a hearing is demanded, the Board shall set a date therefor and give the Owner or Unit Owner at least ten (10) days notice thereof. The hearing shall be informal and rules of evidence shall not apply. The Board shall render its decision in writing. If the owner fails to accomplish such maintenance within the initial 30 day period, or if a hearing is demanded then within 20 days following written notice to the owner of the Board's decision following such hearing that such maintenance is required, the Board may cause such maintenance to be accomplished and the actual cost thereof shall be added to and become a part of the assessment to which the Lot or Unit and the owner, contract purchaser or occupant is subject.

7.24 Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, to restrain violation, to enforce compliance, and/or to recover

damages. The prevailing party shall be entitled to recover reasonable attorney fees and costs from the other party in any trial or appeal of any such suit or action.

7.25 Invalidation. Invalidation of any one of the covenants herein by judgment or court order shall in no way affect any of the other provisions of this Declaration which shall remain in full force and effect.

7.26 Building Limits, Power Lines and Lights. All dwellings and any other structures shall be erected in conformity with all local building codes. All building construction shall be within the envelope prescribed therefore by the Committee. No lines or wires for the transmission of current or for telephone use shall be constructed, placed or permitted to be placed upon any Lot or Unit outside the buildings thereon unless the same shall be underground or in conduit attached to a building. High wattage yard lights and roof illumination is prohibited, as is any exterior lighting which is unreasonably annoying to neighboring property owners.

7.27 Mailboxes. All mailboxes must be of a standard accepted by and located in those areas so designed by the U.S. Postal Service. Structures containing such mailboxes must be approved by the Committee, and must be covered with brick, stone or the same exterior building material used for the residence.

7.28 Driveways. All driveways shall be constructed of concrete from the edge of the paved street to connect with the

paved surface of the floor of the garage in conformance with the Handbook.

7.29 Square Footage Minimums. The total living area of all detached homes in Persimmon Country Club Community must exceed 2,400 square feet. Living area is defined as the finished area within the walls, excluding garages and porches. For multilevel homes, the main floor living area must exceed 2,000 square feet. The main floor will typically be the entrance level.

7.30 Excavation and Ditching. Any excavating or ditching around existing springs and/or creeks shall require approval of the Committee and compliance with federal, state, county, and/or local drainage/erosion control measures and other environmental regulations.

7.31 Terms. Except as otherwise provided herein, all of the covenants, conditions and restrictions contained in this Declaration shall apply to all Lots and Units within the Properties and shall be binding upon all parties claiming under Declarant until January 1, 2038, at which time they shall automatically extend for successive periods of ten (10) years, unless, effective January 1, 2038, or at the end of such ten-year extension, the membership of the Association, by two-thirds (2/3) vote of the votes cast, at a special meeting called for such purpose shall resolve to terminate these restrictions. These covenants, conditions and restrictions are declared to create

mutual equitable covenants and servitudes for the benefit of the Declarant and each Owner and Unit Owner.

7.32 Association Bylaws and Rules/Regulations. All Owners and Unit Owners covenant and agree to strictly comply with the bylaws and duly adopted rules and regulations of the Association, as existing and hereafter adopted and amended, being incorporated herein fully by reference. Failure of an Owner or Unit Owner to comply with any such bylaws or rules and regulations shall constitute a violation of these Declarations enforceable pursuant to the provisions hereof or as otherwise provided by law. Failure by the Association or Declarant to enforce any of the foregoing shall not waive the right to do so thereafter. The bylaws and any Association rules and regulations may be reviewed and copies obtained from the principal office of the Association. Any inconsistency between the bylaws or other Association documents and these covenants, conditions and restrictions shall be resolved in favor of the latter with the proviso that whenever possible all documents shall be construed to be consistent with each other.

7.33 Subordination. Any lien arising from a breach of any of the covenants, conditions and restrictions contained herein, a re-entry by reason thereof, or judgment resulting therefrom, shall be subordinate to any mortgage or deed of trust executed in good faith and for value encumbering a Lot or Unit, but shall be binding upon and effective against a subsequent purchaser thereof. A bona fide purchaser for value or mortgagee

or beneficiary under a deed of trust, without actual or constructive notice of an existing breach of the covenants, conditions and restrictions contained herein shall not be bound thereby; provided, the Association, through its Board, may execute, acknowledge, and record a Notice of Claim of Breach, setting forth the facts thereof with any monetary amount involved, street address and legal description of the Lot or Unit against which the breach is claimed, and the name or names of the reputed owners thereof. Such notice, recorded in the records of Multnomah County, Oregon, shall be public notice of such breach and constructive notice to all persons and parties.

8. General Provisions.

8.1 Amendments. These covenants, conditions and restrictions may be amended during the first twenty (20) years from the date of this Declaration, by an instrument signed by the Members entitled to cast not less than ninety percent (90%) of the votes and thereafter by an instrument signed by the Members entitled to cast not less than seventy-five percent (75%) of the votes. Any amendment must be recorded.

8.2 Notices. Any notice required to be sent to any Member, Owner or Unit Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed to the last known address of the person who appears as Member, Owner or Unit Owner on the records of the Association at the time of such mailing.

8.3 Municipal Ordinances. This Declaration shall in no way restrict the effect of any ordinance adopted by a municipal corporation having jurisdiction over any portion of the Properties subject to this Declaration. References to ordinances made in this Declaration shall be construed as references to the ordinances as they exist as of the date of the recordation of this Declaration or as they may thereafter be amended. Owners, Unit Owners, purchasers and occupants shall comply with all applicable municipal ordinances and state law.

8.4 Interpretation. The Board shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret the provisions hereof. The Board's good faith determination, construction or interpretation of this Declaration shall be final and binding.

8.5 Hold Harmless and Indemnity. Each Owner, Unit Owner or purchaser of a Lot or Unit, by acceptance of a deed or contract or other conveyance, whether or not it shall be so expressed in such deed or contract or other conveyance, is deemed to covenant and agree to hold harmless and indemnify the Declarant and its successors and assigns and the Association, and their members, officers, directors, shareholders, committees and agents from any and all claims, loss, actions or damages resulting from use of the Association's common properties by such owner, purchaser, their families, guests, tenants, employees or agents.



8.6 Governing Law and Venue. This Declaration and any action maintained hereon shall be governed and construed under the laws of the state of Oregon. Venue for any action under or pursuant to this Declaration shall be in Multnomah County, Oregon.

8.7 Captions. Captions given to the various sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.

8.8 Person, Etc. When interpreting this Declaration, the term "person" may include natural persons, partnerships, corporations, associations, personal representatives, and the Association.

8.9 Covenant Running with the Land. It is intended that these covenants, conditions and restrictions shall be operative as a set of covenants running with the land.

8.10 Binding Effect. The provisions contained in this Declaration, as herein defined or as hereafter duly amended, shall bind and inure to the benefit of the Declarant, the Owners

and Unit Owners and their respective legal representatives,  
heirs, successors, or assigns.

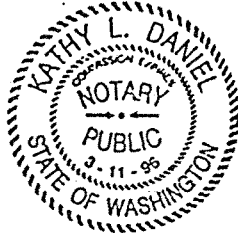
IN WITNESS WHEREOF, the undersigned, being the Declarant and  
owner of the entire Property, has hereunto set its hand this  
22<sup>nd</sup> day April, 1993.

CGC, INC.

By Donja M. Cottrell

State of Washington )  
County of Clark ) ss.

Before me this 22<sup>nd</sup> day of April, 1993, appeared the above  
named Donja Cottrell who acknowledged that she is the  
Secretary/Treasurer of CGC, INC., and that he executed  
the within instrument on behalf of the corporation by authority  
of its Board of Directors.



Kathy L. Daniel  
Notary Public for Washington  
My Commission Expires: 3-11-96

and Unit Owners and their respective legal representatives,  
heirs, successors, or assigns.

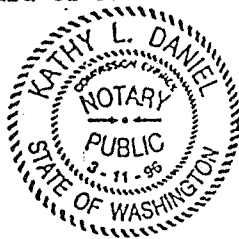
IN WITNESS WHEREOF, the undersigned, being the Declarant and  
owner of the entire Property, has hereunto set its hand this  
22<sup>nd</sup> day April, 1993.

CGC, INC.

By Donix M. Cottrell

State of Washington )  
County of Clark ) ss.

Before me this 22<sup>nd</sup> day of April, 1993, appeared the above  
named Donix Cottrell who acknowledged that she is the  
Secretary/Treasurer of CGC, INC., and that he executed  
the within instrument on behalf of the corporation by authority  
of its Board of Directors.



Kathy L. Daniel  
Notary Public for Washington  
My Commission Expires: 3-11-95

EXHIBIT 'A'  
LEGAL DESCRIPTION  
April 9, 1993

A tract of land in Section 22, T 1 S., R 3 E., W 4 M., Multnomah County, Oregon, said tract being more particularly described as follows:

Beginning at the South one-quarter section corner of said Section 22; thence N.89°52'12"W. along the South line of the southwest one-quarter of said Section, 2619.95 feet to the southwest corner of said Section; thence N.01°20'27"E. along the West line of said southwest one-quarter, 757.50 feet to the southwest corner of that parcel described in Deed Book 561, Page 619 of the Multnomah County Deed Records; thence leaving said West line, S.88°39'33"E., 622.29 feet to the southeast corner of that parcel described in Deed Book 2192, Page 363 of said Deed Records; thence N.01°20'27"E., 742.50 feet, thence N.88°39'33"W., 622.29 feet to a point on said West line; thence N.01°20'27"E. along said West line, 987.58 feet; thence leaving said West line, N.67°26'29"W., 343.09 feet to a point on the southeasterly line of Ragner Road (County Road No. 1275-60); thence northeasterly tracing said southeasterly line the following courses and distances, N.43°00'47"E., 264.15 feet; thence along the arc of a 602.00 foot radius curve left through a central angle of 17°04'00", 179.60 feet (chord bears N.34°28'47"E., 178.94 feet); thence N.25°56'47"E., 165.00 feet; thence along the arc of a 256.48 foot radius curve right through a central angle of 36°26'59", 172.86 feet, (chord bears N.45°15'17"E., 169.61 feet); thence N.64°33'47"E., 135.74 feet; thence leaving said southeasterly line, S.25°26'13"E., 63.78 feet; thence N.89°43'46"E., 733.27 feet; thence S.86°43'26"E., 393.46 feet; thence S.01°16'32"W., 33.04 feet; thence along the arc of a 20 foot radius curve left through a central angle of 121°51'29", 63.80 feet (chord bears S.59°39'13"E., 52.44 feet); thence N.59°25'03"E., 110.87 feet; thence N.01°16'32"E., 900.00 feet; thence S.88°43'26"E., 370.00 feet; thence S.30°43'28"E., 240.00 feet; thence S.59°36'32"E., 236.35 feet; thence S.01°11'57"W., 180.00 feet; thence S.88°46'00"E., 381.80 feet; thence S.01°11'57"W., 656.17 feet to the center of section corner of said Section 22; thence S.89°59'49"E. along the East one-half of the east-west centerline of said section 22, 541.88 feet; thence leaving said centerline, N.50°47'20"E., 65.45 feet; thence N.88°29'00"E., 205.24 feet; thence N.15°18'40"E., 61.85 feet; thence N.49°11'10"E., 203.67 feet; thence S.88°43'30"E., 225.00 feet; thence N.15°18'40"E., 82.46 feet; thence N.61°40'10"E., 253.03 feet; thence N.06°59'10"E., 100.50 feet; thence N.57°35'00"E., 18.34 feet; thence S.89°59'49"E., 1017.46 feet; thence northeasterly along the arc of a 257.57 foot radius nontangent curve left (the radius point of said curve bears N.39°55'15"W.) through a central angle of 10°27'45", 47.03 feet (chord bears N.44°50'52"E., 46.97 feet); thence N.39°37'00"E., 178.06 feet; thence along the arc of a 20.00 foot radius curve right through a central angle of 51°35'30", 18.01 feet, (chord bears N.65°24'45"E., 17.41 feet) to a point on the westerly line of Hogan Road (County Road Number 692); thence S.01°12'32"W. along said westerly line, 736.99 feet; thence leaving said westerly line, N.89°59'49"W., 642.70 feet; thence S.02°33'25"E., 300.06 feet; thence S.89°59'49"E., 617.31 feet to a point on said westerly line of Hogan Road; thence southerly tracing said westerly line the following courses and distances, S.02°17'34"W., 1959.47 feet; thence along the arc of a 547.96 foot radius curve right through a central angle of 29°22'00", 280.85 feet; (chord bears S.16°58'34"W., 277.79 feet); thence S.31°39'34"W., 118.71 feet to a point on the South line of the southeast one-quarter of said Section 22; thence N.89°52'08"W. along said southline, 2467.24 feet to the Point of Beginning.

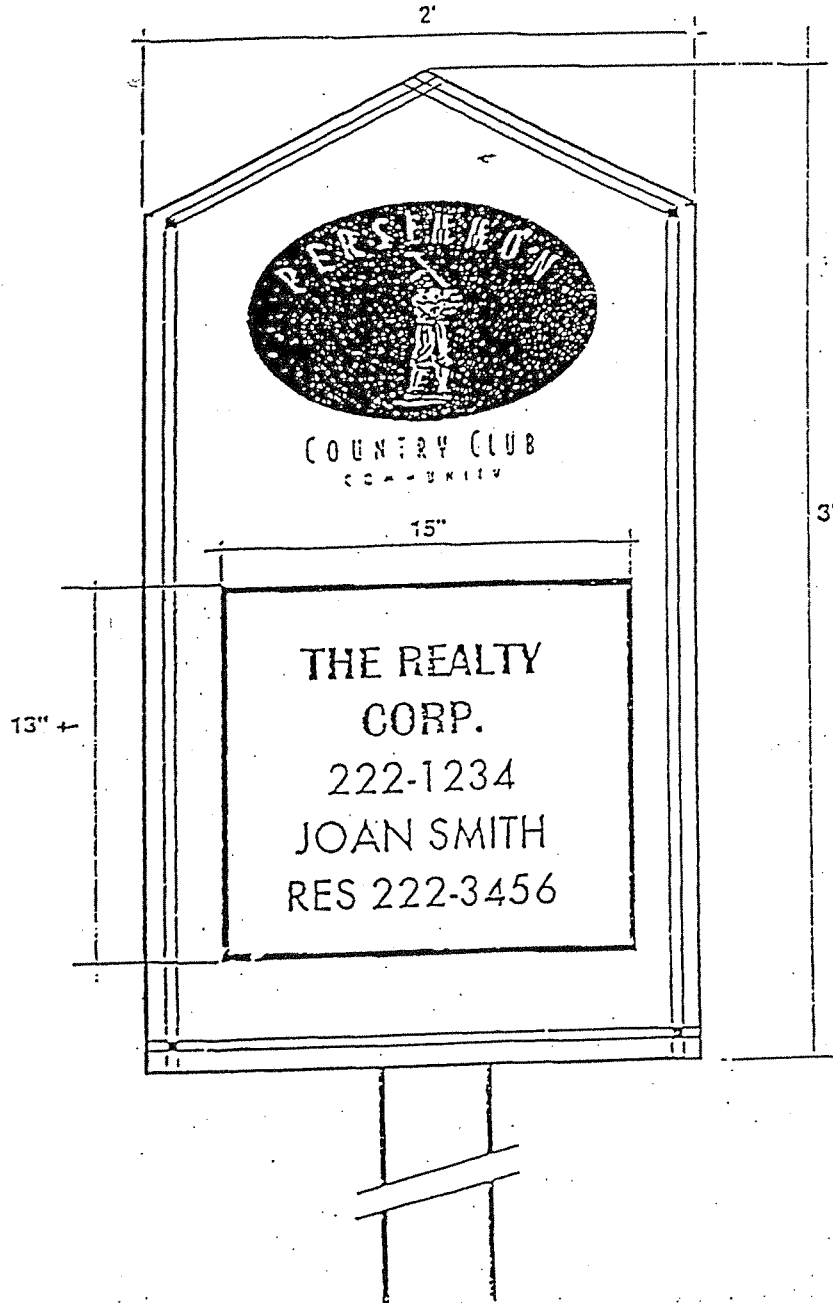
Contains 366.57 acres, more or less.

Excepting therefrom such portions thereof as are part of the golf course and related operations associated with Persimmon Country Club. The precise boundaries of the property subject to the Declaration shall be defined as the plats for the various residential phases are recorded, and shall include all property within such plats.

4454/CRYSTAL  
433.13

EXHIBIT B  
TO COVENANTS CONDITIONS AND RESTRICTIONS

REAL ESTATE SALES SIGN



051711

STATE OF OREGON }  
Multnomah County }

I, a Deputy for the Recorder of Conveyances, in and for  
said County, do hereby certify that the within instrument of  
writing was received for record and is now in the hands  
of said County.

93 APR 23 PM 11:54

RECORDED IN BOOK 2679  
PAGE 2454

In Book On Page

BOOK 2679 PAGE 2418

Witness my hand and seal of office at said  
Recorder of Conveyances

N. Wilson Deputy

1803