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I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



AFTER RECORDING RETURN TO:

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**AMENDED AND RESTATED DECLARATION OF
 PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR THE FOUR SEASONS**

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**AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR CRYSTALBROOK**

RECITALS

- A.** On or about July 14, 1972, Wedgwood Homes of Portland, Inc., recorded Protective Covenants, Conditions, Declarations and Restrictions for The Four Seasons Townhouse Association within the Washington County Deed Records at Book 877, Pages 635 through 649, as Document No. 5460, subjecting the real property platted as The Four Seasons No. 12, recorded within Book 31, page 16, Washington County Plat Records (Exhibit A), which was a resubdivision of the real property of Lot 47 within Four Season No. 4 in Washington County, Oregon, to certain additional rights and obligations, and inclusion in the subassociation, The Four Seasons Townhouse Association. Thereafter, on or about July 27, 1978, Wedgwood Homes of Portland, Inc. recorded Protective Covenants, Conditions, Declarations and Restrictions for The Four Seasons No. 12 within the Washington County Deed Records at Book 879, Pages 450 through 464, as Document No. 6705, apparently re-recording Document No. 5460, but changing the Association name to the Crystalbrook Homeowners Association. Subsequent Amendments to the Crystalbrook subassociation Declaration were recorded as Document Nos. 78-048594, 88-09953, 94-054292, 96-015151, and 98-058354. The recorded Crystalbrook Declaration, with amendments, are collectively referred to herein as the “Original Declaration.” All lots within Crystalbrook, The Four Seasons No. 12, remain subject to and are included within the master association, the Four Seasons Homeowners Association.
- B.** Crystalbrook Homeowners Association intends to provide one restated and amended declaration of covenants, conditions and restrictions to replace the voluminous Original Declaration governing and administering the real property described within the recorded plats for Crystalbrook, The Four Seasons No. 12.
- C.** Lots within Crystalbrook are governed both by these Crystalbrook protective covenants, conditions, and restrictions, or easements, and those of the master association, The Four Seasons Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions, recorded as Document No. 2015-88676 (“Four Seasons Master Declaration”).
- D.** Crystalbrook is a Class I Planned Community governed by the Planned Community Act, ORS 94.550 *et seq.*

NOW THEREFORE, pursuant to ORS 94.590, Crystalbrook Homeowners Association, with the approval of at least 75% of its Members, hereby amends and restates the Original Declaration to provide that, from and after the date on which these Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions for Crystalbrook are recorded with the recorder of Washington County, Oregon: (a) they will supersede and replace Documents Recorded as Nos. 5460, 6705, 78-048594, 88-09953, 94-054292, 96-015151, and 98-058354.1,

and the easements, covenants, restrictions, conditions and reservations hereinafter set forth shall constitute covenants to run with the land and shall be binding upon all persons claiming under them; and also that the conditions, covenants, restrictions, easements and reservations hereinafter set forth shall inure to the benefit of and be limitations upon all future owners of the Property, or any interest therein.

ARTICLE 1 **DEFINITIONS**

1.1 “**Architectural Standards**” shall refer to the Crystalbrook-specific architectural rules, regulations, and guidelines adopted by the Board, and as may be amended from time to time.

1.2 “**Architectural Review Committee**” or “**ARC**” shall refer to that committee constituted and acting pursuant to Article 4 of this Declaration.

1.3 “**Articles**” shall mean the Articles of Incorporation for the nonprofit corporation, Crystalbrook Homeowners Association, as filed with the Oregon Secretary of State.

1.4 “**Assessments**” means all assessments and other charges, fines and fees imposed by an Association to an Owner in accordance with this Declaration including, without limitation, as described in Article 8 below.

1.5 “**Association**” shall mean and refer to Crystalbrook Homeowners Association, its successors and assigns.

1.6 “**Board**” shall mean the Board of Directors of the Association.

1.7 “**Bylaws**” shall mean and refer to the effective Bylaws of the Association, which shall be recorded in the Washington County, Oregon, deed records.

1.8 “**Common Area**” shall mean and refer to the common areas as shown on the recorded Plat of the Property and conveyed to the Association, including any improvements located thereon.

1.9 “**Commonly Maintained Property**” shall mean any property owned by a person or entity other than the Association for which the Association has the obligation to maintain, repair, or replace.

1.10 “**Crystalbrook**” shall mean the Property, including all Lots and all Common Areas.

1.11 “**Current Operating Account**” shall mean and refer to the account(s) set up by the Board to hold funds for the operating expenses of the Association.

1.12 “**Declaration**” shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Amended and Restated Declaration.

1.13 **“Dwelling Unit”** shall mean and refer to any portion of a structure situated on a Lot and designed and intended for use and occupancy as a residence by a single family or household.

1.14 **“The Four Seasons”** shall mean the property of the entire Four Seasons development, including all Four Seasons’ lots and common areas, as set forth in the Four Seasons Master Declaration.

1.15 **“Improvement”** means every structure or improvement of any kind, including, but not limited to, buildings, fences, decks, patios, walls, driveways, parking lots, roof replacement, exterior remodeling, painting or staining, swimming pools, storage shelters, landscaping, including softscape, hardscape, decorative or retaining walls, and tree removal, or other products of construction efforts on or in respect to the Property. Improvement does not include interior remodeling that is not visible from the Property.

1.16 **“Lot”** means a platted or partitioned lot within the Property, with the exception of any Lot designated as Common Area.

1.17 **“Members”** shall mean and refer to the Owners of Lots in Crystalbrook.

1.18 **“Occupant”** shall mean and refer to the occupant of a Dwelling Unit, whether such person is an Owner, a lessee, or any other person authorized by the Owner to occupy the Dwelling Unit.

1.19 **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession of a Lot under a land sale contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

1.20 **“Plat”** shall mean and refer to The Four Seasons No. 12 Plat, as amended, recorded in the Plat Records of Washington County, Oregon, as set forth in greater detail in the Recitals.

1.21 **“Private Road”** shall mean the roadways within the Plat of Crystalbrook which serve as a means of access to Lots, but does not include the driveways to each Lot.

1.22 **“Property”** shall mean and refer to that certain real property described in the Original Declaration, consisting of all Lots and Common Area within the plat of Crystalbrook, formerly known as The Four Seasons No. 12, as recorded in the Plat Records of Washington County, Oregon.

1.23 **“Reserve Account(s)”** shall mean and refer to an account set up by the Board to hold funds for construction, improvements, or maintenance of the Common Area and Commonly Maintained Property.

1.24 **“Rules and Regulations”** shall mean and refer to the documents containing rules, regulations, guidelines, standards, or policies adopted by the Board, as may be from time to time amended.

1.25 “**Subassociation**” shall mean any association established for a specific development project within The Four Seasons.

1.26 “**Tract**” shall mean and refer to the tracts as set forth and described on the Plat.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 **Subassociation.** The development of the Crystalbrook subassociation shall consist of the Property, which shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

2.2 **No Right to Annex Additional Property or to Withdraw Property.** The Association reserves no right to annex additional property to or to withdraw property from Crystalbrook, except as set forth in Section 3.5 and 6.12.

ARTICLE 3

OWNERSHIP AND EASEMENTS

3.1 **Non-Severability.** The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the interest in the Common Area. Any conveyance of any Lot shall automatically transfer the right to use the Common Area without the necessity of express reference in the instrument of conveyance. Ownership interests in the Common Area and Lots are subject to the easements granted and reserved in this Declaration. Each of the easements granted or reserved herein shall be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of Crystalbrook.

3.2 **Ownership of Lots.** Title to each Lot in Crystalbrook 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.

3.3 **Ownership of Common Area.** Subject to Section 3.5, title to any Common Area shall be held by the Association.

3.4 **Easements.** Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

3.4.1 **Easements on Plat and Other Easements of Record.** The Common Area and Lots are subject to the easements and rights-of-way shown on the Plat, and all other easements of record.

3.4.2 **Easements for Common Area.** Subject to the restrictions contained herein, every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area, including the Private Roads, which shall be appurtenant

to and shall pass with the title to every Lot. Such easement is subject to ORS 94.665, as may be amended from time to time, and the following provisions:

- a) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said Common Areas facilities for such purposes, and the rights of any mortgagee in said properties shall be subordinate to the rights of homeowners hereunder;
- b) The right of the Association to suspend any Owner's voting rights and/or the right to use of any of the recreational facilities owned by the Association, for any period during which any assessments against said Owner's property remain unpaid; and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations;
- c) The right of the Association to dedicate or transfer all or any part of the Common Areas pursuant to Sections 3.5 and 6.12;
- d) The right of the Board to make reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of such Common Areas by owners of the Association without unduly infringing upon the privacy or enjoyment of the Owner or Occupant of any part of said Property, and to make reasonable regulations and restrictions regarding parking.

3.4.3 Mutual and Reciprocal Easements. Notwithstanding anything expressed or implied to the contrary, all conveyances of land situated in Crystalbrook, whether or not expressed in the instruments of conveyance, shall be subject to these restrictions, conditions and covenants, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not stated therein, mutual and reciprocal easements over and across and under all Common Areas and all other parts of said Property (excepting that any portion of said property which may now or hereafter be occupied by a residence, carport, garage, patio, deck or other structure shall not thereafter be subject to any easement not theretofore applied to use), for the purpose of building, constructing and maintaining thereon underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio or television cables and other services now or hereafter commonly supplied by public utilities or municipal corporations and for the purpose of constructing and maintaining on any part of the Common Areas, sidewalks, driveways, roads and parking areas. All of said easements shall be for the benefit of all present and future owners of said property; said easements however shall not be unrestricted, but shall be subject to reasonable rules and regulations governing rights of use as adopted from time to time by the directors of the Association in the interests of securing maximum safe usage of said property without unduly infringing upon the rights or privacy of the Owner or Occupant of any part of said property. (See also easement for encroachment in Section 9.7.)

3.4.4 Association's Easements. The Association and its duly authorized agents and representatives have such easements over the Lots and Common Area as are

necessary to perform the duties and obligations of the Association, as set forth in this Declaration, the Bylaws, and the Articles, as the same may be amended.

3.5 Board's Authority to Dedicate Common Area and Grant Easements.

The Board shall have the following powers which it may exercise upon a three-fifths (3/5ths) or greater vote of the Board members at any duly called and held Board meeting: power to dedicate and/or convey any portion or all of the Common Area to any governmental body or agency; and, the right and power to grant an easement over the Common Area to any governmental body or agency or any public or private utility company or provider. The provisions of this Section 3.5 shall control over any provisions to the contrary contained in any other Section of the Declaration.

3.6 Delegation of Use. Any member may delegate, in accordance with the Rules and Regulations adopted from time to time by the Board, his or her right of enjoyment to the Common Areas and facilities to the members of his or her family, tenants, or contract purchasers, providing they reside on the property.

ARTICLE 4
PROPERTY USE REVIEW AND CONTROL

4.1 Architectural Review. No Improvement, external repair or replacement, or other work or action as set forth in Article 5 shall be commenced, erected, placed, or altered on any Lot until the plans and specifications showing the nature, shape, heights, materials, colors, and location of the proposed work has been submitted to and approved in writing by the Board. This Article's purpose is to assure quality of workmanship and materials and harmony between exterior design and the existing Improvements and landscaping and as to location with respect to topography and finished grade elevations. The Board shall not be responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the Owner's responsibility, but the Board may require evidence of such compliance before approving a request. The provisions of this Article shall apply in all instances in which this Declaration requires the Board's consent.

4.2 Architectural Standards. The Association is subject to the Four Seasons Master Declaration and the architectural standards of the Four Seasons Homeowners Association. Additionally, the Board, from time to time and its sole discretion, may adopt Crystalbrook-specific Architectural Standards. The procedure and specific requirements for review and approval of proposed work shall be set forth in Crystalbrook's Architectural Standards. Because Crystalbrook is a subassociation of The Four Seasons, Crystalbrook's architectural rules, regulations, and guidelines must not be less restrictive than The Four Seasons' architectural standards. If Crystalbrook adopts Architectural Standards that are not less restrictive than the architectural standards of The Four Seasons, then Owners need only get approval from Crystalbrook.

4.3 Enforcement. The Board shall have the authority to adopt a schedule and procedure for fines and assessments for noncompliance as set forth in Section 8.6.3.

4.4 Architectural Review Committee, Appointment and Removal. The ARC shall consist of no fewer than three (3) members and no more than five (5) members. The Board has the right to appoint and remove members of the ARC. The Board may appoint itself as the ARC or any of its members to the ARC. If an ARC has not been appointed, the Board shall serve as the ARC. Each ARC member shall serve for one (1) year.

4.5 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. The ARC may render its decision only by written instrument, including electronic communications, setting forth the action taken. The ARC may delegate to the Association's management agent the notification process.

4.6 Duties. The ARC shall consider and act upon the proposals and/or plans submitted pursuant to this Article and in compliance with any Architectural Standards adopted by the Board. The ARC, from time to time and at its sole discretion, may propose architectural rules, regulations, and guidelines for the Board to adopt.

4.7 ARC Decision. The ARC shall render its written decision approving or denying each application submitted to it within thirty (30) days after its receipt of all materials required with respect to such application. If the ARC fails to render such written decision within thirty (30) days of its receipt of all required materials or request an extension, the application shall be deemed approved. The ARC shall be entitled to request one or more extensions of time, not to exceed thirty (30) days total in extensions. In the event of such extension request(s), if the ARC does not render a written decision within the extension period, the application shall be deemed approved. Provided, however, the applicant may agree to further extensions to allow the applicant to complete or supplement the application.

4.8 ARC Discretion. The ARC, at its sole discretion, may withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the Architectural Standards or other design standards of Crystalbrook or The Four Seasons. The ARC may consider siting, shape, size, color, design, height, solar access or other effect on the enjoyment of other Lots or the Common Area, and any other factors that it reasonably believes to be relevant in determining whether or not to consent to any proposed work.

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

4.10 Determination of Compliance. The ARC or Board may inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC or Board finds that the work was not performed in substantial conformance with the approval granted or if the ARC or Board finds that work was performed without the required approval, the ARC or Board shall notify the Owner in writing of the noncompliance. The ARC or Board may also, from time to time, inspect the neighborhood to evaluate compliance with the Declaration and Rules and Regulations and shall notify any Owner

found not to be in compliance. The notice shall specify the particulars of noncompliance and shall require the Owner to remedy the noncompliance within a reasonable time period.

4.11 Noncompliance. If the ARC or Board has determined that an Owner is not in compliance with the Declaration or Rules and Regulations, the ARC or Board has sent a notice of noncompliance to such Owner, and the Owner has failed to remedy the noncompliance in accordance with the notice, then the Board shall pursue further enforcement action. This enforcement action may include, but is not limited to, assessing a fine against the Owner pursuant to the fine schedule adopted by the Board, assessing the estimated cost of remedying the noncompliance as a fine, or remedying the noncompliance. If the ARC or Board determines that performing maintenance, repair, or cure of a violation is necessary to preserve the attractiveness, quality, nature, or value of Crystalbrook, the Board may cause such maintenance, repair, or cure to be performed and may enter any such Lot whenever entry is necessary in connection with the performance thereof. Entry shall be made with as little inconvenience to an Owner as practicable and only after advance written notice of not less than forty-eight (48) hours, except in emergency situations. The costs of such maintenance, repair, or cure shall be chargeable to the Owner of the Lot as an Assessment, which may be collected and enforced as any other assessments authorized hereunder. Before any fines are assessed, the Owner shall receive written notice and shall have the opportunity to request a hearing.

4.12 Appeal. Any Owner adversely impacted by any action of the ARC or Board, including withholding consent, making a finding of noncompliance, or issuing a fine or other assessment for noncompliance, may appeal such action to the Board. Within ten (10) days after the disputed action, an appealing Owner shall submit to the Board a written notice of appeal setting forth specific objections or mitigating circumstances. The Board shall address the appeal in a Board meeting and shall issue a final, conclusive decision within thirty (30) days after receipt of the notice of appeal. The Board's decision shall be final and binding upon the appealing Owner and the Board. If the appeal is to a decision issued by the Board, then the appeal shall be deemed a request for reconsideration.

4.13 Liability. Neither the ARC nor Board nor any member thereof shall be liable to any person or entity for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the ARC or Board or a member thereof, provided only that the ARC or Board or the member has, in accordance with its or his actual knowledge, acted in good faith.

ARTICLE 5

PROPERTY USE RESTRICTIONS

5.1 Residential Use. Each of the Lots shall be occupied as a single family private dwelling by its Owner or his tenants, visitors and guests for residential purposes, and no other purpose. Subject to compliance with applicable local ordinances and other restrictions of record, an Owner may use his Lot as a "home office," so long as such activity is not observable outside of the residence, and does not significantly increase parking or vehicular traffic. The Board shall not approve commercial activities otherwise prohibited by this paragraph unless the Board determines that only normal residential activities would be observable outside of the residence, the use does not significantly increase parking or traffic, and that the activities would

not be in violation of applicable local government ordinances. All Common Areas shall be used in a manner conducive to such residential purpose.

5.2 Improvements. No Improvement or other external repair or replacement shall commence on any residential Lot unless the approval of the ARC is first obtained pursuant to Article 4. Considerations such as topography, siting, shape, size, color, design, height, solar access, harmony of appearance, apparent quality, and material may be taken into account by the ARC in determining whether to consent to any proposed work. The Lot and building area shall be kept reasonably clean and in workmanlike order, free of litter, during any construction period with a garbage disposal facility located on site during such construction period if needed.

5.3 Damage to Roads or Curbs. Any damage to roads, sidewalks, or curbs during the course of construction of any kind on a Lot shall be the responsibility of the Owner of the Lot being improved.

5.4 Landscaping Projects and Tree Removal. Each Owner shall obtain the ARC's prior written approval of all landscaping plans, including without limitation softscape, hardscape, decorative or retaining walls, and tree and shrub removal, before commencing any landscaping project; provided however, that the Board may establish reasonable rules identifying any limitations regarding the nature and extent of landscaping projects requiring ARC approval. All landscaping shall be compatible with the overall landscaping design of The Four Seasons. The ARC shall not approve the removal of a tree of greater than five inches in diameter or 15 feet in height without good cause being shown.

5.5 Maintenance of Lots and Homes. Each Owner shall maintain such Owner's Lot and all improvements thereon in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, maintenance of windows, doors, garage doors, walks, patios, chimneys, landscaping, street trees and other exterior Improvements, and glass surfaces. Weeds and diseased or dead lawn, trees, ground cover, or shrubs shall be removed and replaced. Lawns shall be neatly mowed and trees and shrubs shall be neatly trimmed. Each Owner shall repair damage caused to such Owner's Lot or improvements located thereon by fire, flood, storm, earthquake, riot, vandalism, or other causes within a reasonable period.

5.6 Grades, Slopes, and Drainage. There shall be no interference with the established drainage patterns or systems over or through any Lot within Crystalbrook so as to affect any other Lot or Common Area or any real property outside Crystalbrook unless adequate alternative provision is made for proper drainage and is approved by the ARC. The term "established drainage" shall mean the drainage swales, conduits, inlets and outlets designed and constructed for Crystalbrook.

5.7 Rental. The leasing or renting of a Dwelling Unit by its Owner shall be governed by the provisions of this Section. "Leasing or renting" a Dwelling Unit means the granting of a right to use or occupy a Dwelling Unit for a specified term or indefinite term, in exchange for the payment of rent (money, property, or other goods or services of value); but shall not mean and include joint ownership of a Dwelling Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

5.7.1 No Transient or Monthly Rentals. No Owner shall be permitted to lease his Dwelling Unit for any period less than twelve (12) months, except that any lease may be extended beyond such minimum term on a month-to-month basis.

5.7.2 Limitation on Number of Rented Dwelling Units. Except in the case of hardship as determined below, no more than six (6) Dwelling Units in Crystalbrook may be leased at any one time.

5.7.3 Hardship. If the six (6) leased Dwelling Unit threshold set forth above has already been reached, an Owner may apply to the Board for a hardship-based exception to the prohibition against additional leases, except that no hardship-based exception shall be granted if doing so causes a total of more than nine (9) Dwelling Units to be leased. The following situations may be considered for hardship-based exceptions: a) if the Owner or his or her spouse relocates for work or educational purposes; b) if the Owner dies, is hospitalized for a protracted illness, or is placed in a nursing home or a convalescent home or other facility or with family members due to illness or limitations in self-care; c) if the inability to rent a Dwelling Unit will result in serious financial hardship to the Owner; and d) such other extraordinary circumstances that the Board deems a hardship. The Board, in its sole and unfettered discretion, shall determine whether Owner's situation qualifies for a hardship-based exception. The Board may then grant such exception only if doing so does not cause more than nine (9) Dwelling Units to be leased.

5.7.4 Procedure. Before entering into any lease agreement, an Owner shall notify the Board in writing of his or her intent to lease or rent such Owner's Dwelling Unit. Within fifteen (15) days after such notification, the Board shall advise the Owner whether such proposed lease would exceed the limitation on the number of leased Dwelling Units, and, if it would exceed such restriction, the Board shall place the Owner on a waiting list, and shall notify such Owner when such Owner's Dwelling Unit may be rented. An Owner on the waiting list may apply in writing for a hardship exception, and the Board shall notify the Owner of its decision within forty (40) days after such application. The Board shall establish rules concerning the order in which hardship and non-hardship requests are permitted to lease Dwelling Units from the waiting list. Once an Owner is notified that his or her Dwelling Unit may be rented, such Owner shall enter into a lease with a tenant, if at all, and provide a copy of such lease and the names of all Occupants to the Association within two (2) months after the date of such notice. If a notified Owner has not provided the Association with a fully signed lease within such period, the Board shall place such Owner at the end of the waiting list, if any, and shall notify the next Owner on such list that he may rent his or her Dwelling Unit. Once an Owner has received permission from the Board to rent the Owner's Dwelling Unit, the Owner may continue to rent such Dwelling Unit (and such Dwelling Unit will be considered leased), even to different tenants, following the expiration or termination of the initial tenancy until either: a) the Owner notifies the Board that the Owner no longer wishes to lease such Dwelling Unit; or b) the Dwelling Unit is occupied by the Owner for any period exceeding thirty (30) days.

5.7.5 Compliance with Documents. Tenants of all Owners shall be subject to the terms of the Declaration, Bylaws, and Rules and Regulations of the Association. Each lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Bylaws, and Rules and Regulations, and that any failure by a

lessee to comply with the terms thereof shall be a default under the lease. Each tenant shall be provided copies of the Declaration, Bylaws, and Rules and Regulations by the Owner of the Dwelling Unit being leased at the beginning of the lease term, and thereafter with any amendments to such documents. An Owner will be assessed personally for any expenses incurred by the Association resulting from damage to the Common Area or Commonly Maintained Property caused by such Owner's tenants or their guests. After notice and an opportunity to be heard, Owner may be fined for their tenants' noncompliance with any provision of the Declaration, Bylaws, and Rules and Regulations, and such fines shall be collectible as assessments as elsewhere provided in the Bylaws. The Owner shall provide a fully executed copy of each lease to the Board.

5.7.6 Enforcement. If an Owner fails to follow the procedures set forth in this Section 5.7 with respect to the Leasing of his Dwelling Unit, at any time after learning of such Leasing, the Board may pursue any and all remedies available as a result of such Owner's violation of the provisions of the Declaration, Bylaws, and Rules and Regulations, including, without limitation, the right to levy fines in an amount not exceeding two (2) times the rent charged under any unauthorized lease agreement, the right to sue for an injunction, for damages, and to remove the tenant in the event that the tenancy violates any provision of this Section. In addition, the Board may charge such Owner an administrative fee(s), the amount of which shall be determined from time to time by Board resolution to reimburse fully the Association for time, costs, fees, and expenses, including attorneys' fees, incurred to obtain information about the tenant, to provide such tenant with copies of Association documents, and to enforce the Association's other rights and remedies relating to such unauthorized lease, including, without limitation, collection of any amounts owing by such Owner to the Association hereunder.

5.7.7 Identification of Tenants. Each Owner electing to rent his Dwelling Unit shall submit to the Board in writing the identity of and contact information for such tenant at the same time such Owner provides a copy of the lease to the Association pursuant to Section 5.7.5 above.

5.8 Animals. No animals, livestock, or poultry of any kind, other than a reasonable number of dogs, cats, or other household pets that are not kept, bred, or raised for commercial purposes and that are reasonably controlled so as not to be a nuisance, shall be raised, bred, kept, or permitted within any Lot. Any Owner who maintains any pet upon any portion of The Four Seasons shall be deemed to have agreed to indemnify and hold the Association and each of its Members free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet.

5.9 Nuisance. No noxious, harmful, or offensive activities shall be carried on upon any Lot or Common Area. Nor shall anything be done or placed on any Lot or Common Area that interferes with or jeopardizes the enjoyment of, or that is a source of annoyance to, Owners or Occupants.

5.10 Parking. Boats, trailers, limousines, commercial trucks or vans over one (1) ton, any vehicle with a Gross Vehicle Weight Rating of 3 or higher, mobile homes, campers, and other recreational vehicles or equipment shall not be parked on any part of the Common Area, or on any streets on or adjacent to the Property at any time or for any reason, and may not

be parked on any Lot unless they are fully enclosed in the garage. The ARC and Board shall have the authority to grant permission for such vehicles or equipment to park on a Lot or street on a short-term basis. What constitutes a short-term basis shall be more specifically determined by Board and set forth in the Architectural Standards. The Board may promulgate further Rules and Regulations relating to parking as deemed necessary and appropriate.

5.11 Vehicles in Disrepair. No Owner shall permit any vehicle that is in a state of disrepair (e.g. including, but not limited to, fails to run, cannot be moved under its own power in current condition, flat tires, unpainted, or body parts missing) or that is not currently licensed to be abandoned or to remain parked upon the Common Area or on any street on or adjacent to the Property at any time and may not permit them on a Lot for a period in excess of seven (7) days, unless such vehicle is fully enclosed in the garage. A vehicle shall be deemed in a “state of disrepair” when the Board reasonably determines that its presence offends the Occupants of the neighborhood.

5.12 Signs. No sign of any kind shall be erected by an Owner or Occupant within the community without prior written consent of the ARC with the exception of “For Sale” signs indicating a residence is for sale, security signs consistent with the Community-Wide Standard, and any signs required by legal proceedings, which may be erected upon any Lot. Community-Wide Standard shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by Board. Such determination, however, shall be generally made with reference to the standards historically established by the Association.

5.13 Rubbish and Trash. No Lot or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for proper disposal and out of public view. Yard rakings, dirt, and other material resulting from landscaping work shall not be dumped onto streets, the Common Area, or any other Lots.

5.14 Fences and Hedges. No fences or boundary hedges or walls shall be installed or replaced without prior written approval of the ARC. All fences must comply with ordinances of the City of Beaverton, Oregon, and the Rules and Regulations of the Association.

5.15 Antennas and Satellite Dishes. Except as otherwise provided by law or this section, no exterior antennas, satellite dishes, microwave, aerial, tower or other devices for the transmission or reception of television, radio or other forms of sound or electromagnetic radiation shall be erected, constructed or placed on any Common Area or Lot. Exterior satellite dishes with a surface diameter of one (1) meter or less and antennas designed to receive television broadcast signals or multi-channel multi-point distribution (wireless cable), may be placed on an Owner’s Lot. The antennas or dishes shall be placed in the least obstructive location on the owner’s property to minimize visual impact while preserving reception quality. If possible, they are not to be visible from the street and are to be screened from neighboring Lots. If acceptable quality signals can be received by placing antennas inside a Dwelling Unit, then outdoor installation may be prohibited. The Board or ARC may adopt reasonable rules and regulations governing the installation, safety, placement and screening of antennas, satellite dishes and other similar devices. This section and any rules adopted hereunder shall not

unreasonably delay or increase the cost of installation, maintenance or use, or preclude reception of a signal of acceptable quality.

5.16 Overhead Wires. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within the Property. All Owners of Lots, their heirs, successors, and assigns shall use the underground service wires to connect their premises and structures built thereon to the underground electric or telephone utility facilities provided.

5.17 Damage or Destruction to Dwelling Unit and/or Lot. If all or any portion of a Lot or Dwelling Unit is condemned or damaged by fire or other casualty, the Owner shall either (i) restore the damaged improvements or (ii) remove all damaged improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration proceeding under (i) above must be performed so that the improvements are in substantially the same condition in which they existed prior to the damage, unless the provisions of Article 4 are complied with by the Owner. The Owner must commence such work within a reasonable time period, determined in the sole discretion of the Board, after the damage occurs and must complete the work within six (6) months thereafter.

5.18 Completion of Construction. If a Lot is purchased after a Dwelling Unit is condemned or damaged or an Owner plans to tear down an existing home and rebuild, the Owner shall complete construction of any single-family building on any Lot, including painting and all exterior finish, within twelve (12) months from the beginning of the construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the ARC.

5.19 Association Rules and Regulations. The Board from time to time may adopt, modify, or revoke the Rules and Regulations governing the conduct of persons and the operation and use of Lots and the Common Area as it may deem necessary or appropriate to assure the peaceful and orderly use and enjoyment of the Property and the administration and operation of the Association. A copy of all of the Rules and Regulations, upon adoption, and a copy of each amendment, modification, or revocation thereof, shall be provided to each Owner in the same manner as Notices and shall be binding upon all Owners and Occupants of all Lots upon proper notice. The method of adoption of any Rules and Regulations shall be provided in the Bylaws of the Association. Subject to approval or consent by the Board, the ARC may propose rules and regulations pertinent to its functions.

5.20 Ordinances and Regulations. The standards and restrictions set forth in this Article 5 shall be the minimum required. To the extent that local governmental ordinances and regulations are more restrictive or provide for a higher or different standard, such local governmental ordinances and regulations shall prevail.

5.21 Temporary Structures. No structure of a temporary character or any trailer, tent, shack, barn, or other outbuilding shall be used on any Lot as a residence, either temporarily or permanently. No basement or garage shall be used as a separate residence.

5.22 Violations and Enforcement. If an Owner is found not to be in compliance with this Article, the ARC and Board shall have the enforcement rights as set forth in Section 4.11. An Owner found to be in noncompliance shall have the right to appeal as set forth in Section 4.12.

ARTICLE 6
EXTERIOR MAINTENANCE AND COMMON AREAS

6.1 Commonly Maintained Property. Except as specifically provided below, all areas directly abutting the foundation of any Dwelling Unit, and all the areas outside the perimeter of any patio, deck, fenced area, or courtyard on a Lot shall be Commonly Maintained Property.

6.2 Maintenance by Association. The Association shall maintain or provide for the maintenance of the Commonly Maintained Property and it shall provide exterior maintenance upon and for each Lot, including, without being limited to, the following:

6.2.1 Painting of exterior house walls, doors, gutters, roof overhangs;

6.2.2 Maintenance repair and replacement of gutters and downspouts. Such maintenance does not include routine cleaning of debris within gutters and downspouts;

6.2.3 Maintenance of trees, shrubs, grass, landscaped areas, Common Area sprinkler systems and other exterior improvements, and the Private Roads (which do not include the driveways to each Lot) within Crystalbrook.

6.3 Maintenance by Owner. The Association shall not be responsible for the following, which, accordingly, shall be the responsibility of individual Owners:

6.3.1 Maintenance, repair or replacement of roofs, patios, deck structures and surfaces, glass surfaces, driveways, siding, and private sidewalks;

6.3.2 Any maintenance, repairs or replacements in the courtyards or privately fenced areas of individual Dwelling Units, including planting and care of shrubs, flowers and grass in such locations;

6.3.3 Installation, maintenance, repair and replacement of fences; and

6.3.4 The care of any flowers or hanging baskets or potted plants added by the Owner upon the Common Area abutting his/her Dwelling Unit.

6.4 Damage or Destruction to Lot or Dwelling Unit. Maintenance, repair, and replacement of damage to a Lot or Dwelling Unit caused by fire, flood, storm, earthquake, riot, vandalism, animal infestation, or other causes other than normal wear from use and the elements shall be the responsibility of each Owner and not included in any maintenance provided by the Association. The Association's maintenance of the Lot and Dwelling Unit shall be limited to that described in Section 6.2 above.

6.5 Dwelling Unit Maintenance Responsibility. Each Owner shall be responsible for maintaining and keeping in good order and repair the interior of the Owner's Dwelling Unit and such Lot in order to prevent any possible damage, disturbance, or unsafe condition to any adjoining unit.

6.6 Matrix of Maintenance Responsibility. A matrix is attached hereto as Exhibit "B" allocating exterior maintenance responsibility between individual Owners and the Association. The responsibility for any other type or category of exterior maintenance not covered here or which, for other reasons is unidentifiable or ambiguous, now or in the future, shall be determined by the Board.

6.7 Use of Common Area. Use of the Common Area is subject to the provisions of the Declaration, Bylaws, Articles, and the Rules and Regulations. There shall be no obstruction of any part of the Common Area. Nothing shall be stored or kept in the Common Area without the prior written consent of the Board or ARC.

6.8 Maintenance of Common Area. The Association's shall maintain the Common Area. Maintenance of the Common Area shall include landscaping in a manner consistent with the Architectural Standards and maintenance of the Common Area drainage, including replacement of broken pipes, installation of small holding ponds or areas, retrenching and restoneing French drains, etc. This work will be accomplished on a time available basis and as is practical and affordable by the Association.

6.9 Alterations to Common Area. Only the Association shall construct, reconstruct, or alter any improvement located on the Common Area.

6.10 Damage or Destruction of Common Area. If all or any portion of the Common Area is damaged or destroyed by an Owner or any of Owner's guests, Occupants, tenants, licensees, agents, or members of Owner's family in a manner that would subject such Owner to liability for such damage under Oregon law, such Owner hereby authorizes 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. Reasonable costs incurred in connection with effecting such repairs shall become a special assessment upon the Lot and against the Owner who caused or is responsible for such damage.

6.11 Condemnation of Common Area. If all or any portion of the Common Area 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 in a manner that, in the Board's discretion, is in the best interest of the Association and the Owners. The Association shall represent the interest of all Owners in any negotiations, suit, action, or settlement in connection with such matters.

6.12 Power of Association to Sell, Dedicate or Transfer Common Area. As provided in ORS 94.665, the Association may sell, dedicate, transfer, grant a security interest in, or grant an easement for installation and maintenance of utilities or for similar purposes with respect to, any portion of the Common Area. Except for grants of easements for utility-related

purposes, no such sale, dedication, transfer, or grant of a security interest shall be effective unless approved by eighty percent (80%) of the votes of the Members, except as provided in Section 3.5.

ARTICLE 7

MEMBERSHIP IN THE ASSOCIATION

7.1 Members. Each Owner shall be a member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot shall transfer automatically membership in the Association. Without any other act or acknowledgment, Occupants and Owners shall be governed and controlled by this Declaration, the Articles, Bylaws, and the Rules and Regulations of the Association, and any amendments thereof.

7.2 Voting Process. Each Owner may cast such Owner's vote in person, by written ballot, by absentee ballot, by other electronic means approved by the Board, or pursuant to a proxy executed by such Owner. An Owner may not revoke a proxy given pursuant to this Section 7.2 except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one (1) year after its date, unless the proxy specifies a shorter term.

7.3 Voting Rights. Each Owner who is not in arrears on the monthly assessment or any other assessment shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote, and the total number of votes shall be equal to the total number of Lots subject to this Declaration. 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 shall fractional voting be allowed. Fractional or split votes shall be disregarded, except for purposes of determining a quorum.

7.4 Procedure. All meetings of the Association and the Board shall be conducted with such rules of order as may from time to time be adopted by the Board. Notwithstanding which rule of order is adopted, the President shall be entitled to vote on all matters, not merely to break a tie vote. A tie vote does not constitute a majority or approval of any motion or resolution.

ARTICLE 8

FUNDS AND ASSESSMENTS

8.1 Purpose of Assessments; Expenses. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, aesthetics, and welfare of the Owners and Occupants of Crystalbrook, for the improvement, operation, and maintenance of the Common Area, for the payment of obligations of the Association, for the administration and operation of the Association, and for property and liability insurance.

8.2 Covenants to Pay. Each Owner covenants and agrees to pay the Association the assessments and any additional charges levied pursuant to this Declaration or the

Bylaws. All assessments for operating expenses, repairs and replacement, and reserves shall be allocated among the Lots and their Owners as set forth in Section 8.3.2.

8.2.1 Funds Held in Trust. The assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely as set forth in Section 8.1. The assessments are the property of the Association and are not refundable to Owners or Lots. Upon the sale or transfer of any Lot, the Owner's interest in such funds shall be deemed automatically transferred to the successor in interest to such Owner.

8.2.2 Offsets. No offsets against any assessment shall be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties.

8.2.3 Right to Profits. Association profits, if any, shall be the property of the Association and shall be contributed to the Current Operating Account.

8.3 Monthly Assessments. Monthly assessments for each fiscal year shall be adopted by the Board and established when the Board approves the budget for that fiscal year. Monthly assessments shall be levied on a fiscal year basis. The fiscal year shall be the calendar year unless another year is adopted pursuant to the Bylaws. Unless otherwise specified by the Board, monthly assessments shall be due and payable on the first day of each month.

8.3.1 Budgeting. The Board shall from time to time and at least annually prepare an operating budget for the Association, taking into account the current costs of maintenance and services and future needs of the Association, any previous overassessment and any common profits of the Association. The budget shall provide for such reserve or contingency funds as the Board deems necessary or as may be required by law, but not less than the reserves required by Section 8.5.2 below. The monthly assessments shall be apportioned among the Lots as provided in Section 8.3.2 below.

8.3.2 Allocation of Assessments. The total amount in the budget shall be charged equally against all Lots which are subject to assessment.

8.3.3 Nonwaiver of Assessments. If before the expiration of any fiscal year the Association fails to fix monthly assessments for the next fiscal year, the monthly assessments established for the preceding year shall continue until a new monthly assessment is fixed.

8.4 Special Assessments. The Board and/or the Owners shall have the power, as set forth below, to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

8.4.1 Correct Deficit. To correct a deficit in the operating budget, by vote of a majority of the Board;

8.4.2 Special Obligations of an Owner. To collect amounts due to the Association from an Owner for breach of the Owner's obligations under this Declaration, the Bylaws, or the Rules and Regulations (including noncompliance with the Architectural

Standards), including where the Owner's noncompliance necessitated an expenditure by the Association to effect compliance or resulted in the imposition of a fine or penalty against such Owner, by vote of a majority of the Board. Such an assessment shall be due and payable when levied. Such an assessment shall not be levied until the Owner is provided written notice and the opportunity to request a hearing before the Board;

8.4.3 Repairs or Renovations. To collect additional amounts necessary to make repairs or renovations to the Common Area or Commonly Maintained Property if sufficient funds are not available from the operating budget or Reserve Accounts, by vote of a majority of the Board; or

8.4.4 Capital Improvements. To make new capital acquisitions, additions, or improvements, by vote of at least sixty-seven percent (67%) of all votes allocated to the Lots.

8.5 Accounts.

8.5.1 Types of Accounts. Assessments collected by the Association shall be deposited into at least two (2) separate accounts with a bank, which accounts shall be clearly designated as (i) the Current Operating Account(s) and (ii) the Reserve Account(s). The Current Operating Account(s) shall contain funds for current maintenance and operation. The Reserve Account shall contain funds for replacement and scheduled or anticipated maintenance of the Common Area. In its books and records, the Association shall account separately for operating expenses and for reserve expenditures.

8.5.2 Reserve Account. The Association shall establish a Reserve Account, in the name of the Association, which shall be kept separate from all other funds held by the Association. The Association shall pay out of the Reserve Account only those costs that are attributable to the maintenance, repair, or replacement of the Common Areas and Commonly Maintained Property that normally require replacement, in whole or in part, within one (1) to thirty (30) years and not for regular or periodic maintenance and expenses. No funds in the Reserve Account may be used for ordinary operating expenses. The Reserve Account shall be funded by assessments equally levied against all Lots. The amount assessed shall take into account the estimated remaining life of the items for which the reserve is created and the current replacement cost of such items. The Reserve Fund shall be adjusted at regular intervals to recognize the changes in current replacement costs over time.

8.5.2.1 Loan From Reserve Account. The Board may borrow funds from the Reserve Account to meet high seasonal demands on the Association's regular operating fund or to meet unexpected increases in expenses. Funds borrowed must be repaid later from assessments if the Board has adopted a resolution, which may be an annual continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board shall adopt by resolution a written payment plan providing for repayment within a reasonable period.

8.5.2.2 Investment of Reserve Account. Nothing in this Section 8.5 prohibits the prudent investment of Reserve Account funds, subject to any constraints imposed by the Board, the Bylaws, or the Rules and Regulations.

8.5.2.3 Refunds of Assessments. Funds held in the Reserve Account are the property of the Association and are not refundable to sellers or Owners of Lots. Sellers or Owners of Lots may treat their outstanding share of the Reserve Account's balance as a separate item in the sales contract providing for the conveyance of their Lot.

8.5.3 Current Operating Account. All costs other than those to be paid from the Reserve Account pursuant to Section 8.5.2 may be paid from the Current Operating Account.

8.6 Default in Payment of Assessments; Enforcement of Liens.

8.6.1 Personal Obligation. All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligation of all Owners of the Lot to which such assessment pertains. In a voluntary conveyance (that is, one other than through foreclosure or a deed in lieu of foreclosure), the grantees shall be jointly and severally liable with the grantors for all Association assessments imposed through the recording date of the instrument effecting the conveyance. A suit for a money judgment may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.

8.6.2 Association Lien. The Association shall have a lien against each Lot for any unpaid assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof. The Association's lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorney's fees (whether or not suit or action is instituted), actual administrative costs, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Recording of the Declaration constitutes record notice and perfection of the lien. Said lien may be foreclosed at any time pursuant to Oregon's Planned Community Act. The Association shall record a notice of a claim of lien for assessments and other charges in the deed records of Washington County, Oregon, before any suit to foreclose may be filed. The lien of the Association shall have priority over other liens and encumbrances as set forth in the Planned Community Act.

8.6.3 Interest; Fines; Late Fees; Penalties. The Board, in its reasonable discretion, may from time to time adopt resolutions to set the rate of interest and to impose late fees, fines, and penalties on unpaid assessments. The Board may also, in its reasonable discretion, adopt resolutions to impose fees, fines, or penalties for violations of the provisions of this Declaration, the Bylaws, Architectural Standards, and/or the Rules and Regulations. The adoption of such resolutions shall be communicated to all Owners in writing not less than thirty (30) days before the effective date. Imposition of such fees, fines, or penalties shall be considered assessments that are lienable and collectible in the same manner as any other assessments; provided, however, that fines or penalties for violation of this Declaration, the Bylaws, Architectural Standards, or Rules and Regulations, other than late fees, fines, or interest arising from an Owner's failure to pay regular or special assessments, may not be imposed

against an Owner or such Owner's Lot until such Owner is given an opportunity for a hearing as elsewhere provided herein.

8.6.4 Loss of Voting Rights. If an Owner is delinquent in payment of any assessment or agreed-upon installment of any assessment for ninety (90) days or more, that Owner forfeits the Owner's voting rights until the assessment is paid in full.

ARTICLE 9 PARTY WALLS

9.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on or immediately adjacent to the dividing line between the Lots owned by different persons shall constitute a party wall and, to the extent not inconsistent with the provision of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

9.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners whose Lots abut such wall.

9.3 Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it. If the Owners of the other Lot thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice; subject, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

9.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements, as well as the cost of damage resulting from such exposure.

9.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

9.6 Arbitration. Any dispute concerning a party wall or any provision of this Article shall be arbitrated. Each party shall choose one arbitrator and such arbitrators shall choose an additional arbitrator, and the decision shall be by majority of all the arbitrators and such decision shall be final.

9.7 Encroachments. If any portion of a party wall or other part of a building or structure now or hereafter constructed upon said Property encroaches upon any part of the Common Areas or upon the Lot or Lots used or designated for use by another Owner, an easement for the encroachment and for the maintenance of same has been granted and reserved and shall exist and be binding upon all present and future owners of any such encroaching building or structure for the purpose of occupying and maintaining the same. No building or remodeling may be done without approval of the ARC. In the event a structure consisting of

more than one home becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted and reserved upon the Common Areas and in and upon each home and Lot for the benefit of the Association and the adjacent Owner or Owners to the extent reasonably necessary or advisable to make repairs and replacements and minor encroachments resulting from any such repairs and/or replacements and the maintenance thereof are granted and reserved for the benefit of the present and future owners thereof. The easements for encroachment herein granted and reserved shall run with the land.

ARTICLE 10 **GENERAL PROVISIONS**

10.1 Records. The Board shall preserve and maintain minutes of the meetings of the Association and the Board. The Board also shall 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 and the Board, and the Association's financial records shall be maintained in the state of Oregon and reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies.

10.2 Indemnification of Board, Officers, Employees and Agents. The Association shall indemnify any director on the Board, officer, committee member, 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, whether civil, criminal, administrative, or investigative (other than an action by the Association) by reason of the fact that such person is or was a director, officer, committee member, employee, or agent of the Association or is or was serving at the request of the Association as a director, officer, committee member, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action, or proceeding if such person acted in good faith and in a manner that such person 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 that such person's 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 such person 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 that such person's 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, committee member, employee, or agent shall have a right of contribution over and against all other directors, officers, committee members, employees, or agents and Members of the Association who participated with or benefited from the acts which created said liability.

10.3 Enforcement; Attorney's Fees. The Association and the Owners shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens, and charges now or hereinafter imposed by any of the provisions of this Declaration as may appertain specifically to such parties or Owners by any proceeding at law or in equity. Failure by either the Association or by any Owner to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. In the event suit or action is commenced to enforce the terms and provisions of this Declaration (including without limitations, for the collection of assessments), the prevailing party shall be entitled to its actual administrative costs incurred because of a matter or event which is the subject of the suit or action, attorney's fees and costs in such suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorney's fees, to be set by the appellate court. In addition thereto, the Association shall be entitled to its reasonable attorney's fees and costs incurred in any enforcement activity or to collect delinquent assessments, together with the Association's actual administrative costs, whether or not suit or action is filed.

10.4 Insurance. For the benefit of the Association and the Owners, the Board shall obtain and maintain at all times a policy or policies of insurance providing in its best business judgment an adequate and reasonable amount of liability and hazard insurance for the Common Area, as well as director and officer errors and omissions insurance sufficient to meet the obligations of Section 10.2 and workers compensation insurance to the extent necessary to comply with any applicable laws. The Association shall not maintain liability or hazard insurance for any residential Lot or dwelling.

10.5 Notice. Any notice as required in the Declaration, Bylaws, or Rules and Regulations shall be considered proper if sent via first class mail to the last known assessment billing address for any Owner. Any required notice except notices relating to an Owner's failure to pay an assessment, foreclosure of an association lien, or an action the association may take against an Owner shall also be considered proper if sent via electronic mail, facsimile, or other electronic means. Owners may elect to opt out of electronic notice.

10.6 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

10.7 Duration. 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 this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent (90%) of the Owners; provided, however, that amendments that do not constitute rescission of the planned community may be adopted as provided in Section 10.8. Additionally, any such rescission that affects the Common Areas shall require the prior written consent of the County of Washington, Oregon.

10.8 Amendment. This Declaration may be amended at any time by an instrument approved by Owners representing at least seventy-five percent (75%) of the total votes in the Association. Any amendment must be executed, recorded, and certified as provided

by law; provided, however, that no amendment of this Declaration shall effect an amendment of the Bylaws or Articles without compliance with the provisions of such documents, and the Oregon Nonprofit Corporation Act.

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

1. Declaration;
2. Articles;
3. Bylaws;
4. Rules and Regulations.

IN WITNESS WHEREOF, the undersigned on behalf of the Association has executed this instrument this 24th day of OCTOBER, 2015.

CRYSTALBROOK HOMEOWNERS ASSOCIATION

By: Janice Lawson Richards
Name: Janice Lawson Richards
Title: President

By: Nola Hunt
Name: Nola Hunt
Title: Secretary

CERTIFICATION

The undersigned President and Secretary of Crystalbrook Homeowners Association, an Oregon nonprofit corporation, hereby certify that the within Amended and Restated Declaration of Covenants, Conditions and Restrictions for Crystalbrook has been approved and adopted pursuant to Article 12 of the Original Declaration and ORS 94.590.

Janice Lawson Richards
Janice Lawson Richards, President

Nola Hunt
Nola Hunt, Secretary

STATE OF OREGON)
) ss.
County of Washington

On this 24th day of October, 2015, personally appeared before me the above-named Janice Lawson Richards who, after being duly sworn, did say that she is the President for **Crystalbrook Homeowners Association** and that said instrument was signed on behalf of said organization by authority of its Members; and she acknowledged said instrument to be its voluntary act and deed.



Danielle J. McCoy
Notary Public for Oregon
My Commission Expires: 8/27/19

STATE OF OREGON)
) ss.
County of Washington

On this 24th day of October, 2015, personally appeared before me the above-named Nola Hunt who, after being duly sworn, did say that she is the Secretary of **Crystalbrook Homeowners Association** and that said instrument was signed on behalf of said organization by authority of its Members; and she acknowledged said instrument to be its voluntary act and deed.



Danielle J. McCoy
Notary Public for Oregon
My Commission Expires: 8/27/19

THE FOUR SEASONS NO. 12

A RESUBDIVISION OF LOT 47, THE FOUR SEASONS NO. 4
 In Sections 17 & 20 Township 1 South, Range 1 West, W.B. & M.
 Washington County, Oregon

Scale: 1" = 50' Surveyed March, 1972

NOTE: Dimensions 50' Long

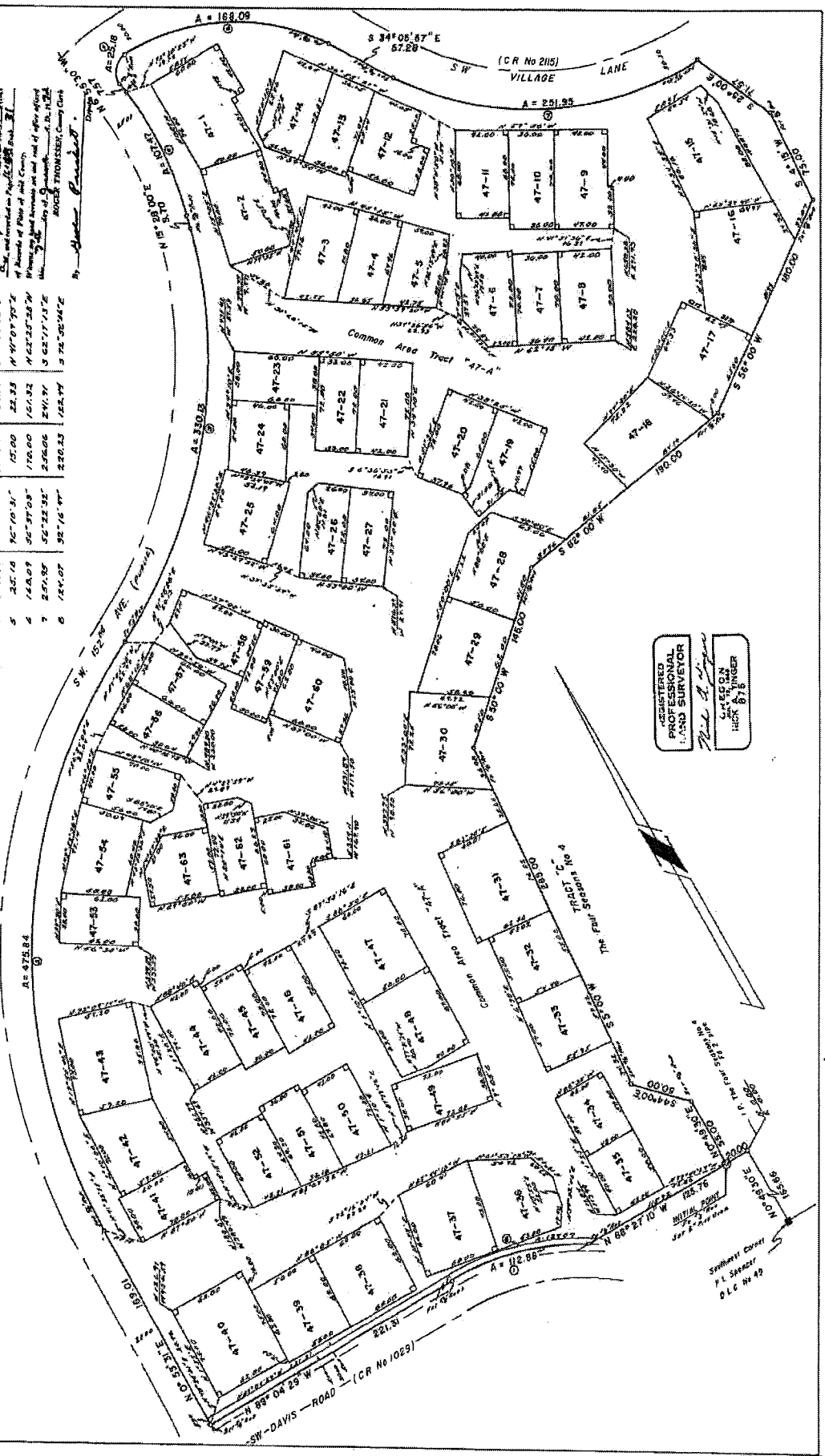
STATE OF OREGON
 County of Washington
 I, **ROGER THOMPSON**, County Clerk, do hereby certify that the foregoing plat was recorded for record in the Public Records of Washington County, Oregon, on this 15th day of March, 1972, at 10:30 A.M. and that the same is a true and correct copy of the original plat as recorded.

I hereby certify that this tracing is an exact copy of the original plat.

Richard A. Finger
 Nick A. Finger

CURVE DATA

CHORD	ARC	ANGLE	CHORD BEARING
1 112.80	50° 02' 00"	215.23	S 77° 03' 00" E
2 472.84	48° 09' 00"	428.00	S 37° 00' 00" W
3 350.10	77° 36' 32"	361.26	S 90° 16' 20" W
4 197.99	23° 23' 39"	212.00	S 44° 16' 12" W
5 25.14	76° 10' 31"	15.00	N 47° 09' 30" E
6 148.09	56° 37' 03"	170.00	N 62° 25' 28" W
7 251.32	50° 22' 32"	236.06	S 63° 17' 13" E
8 124.07	32° 16' 49"	220.23	S 74° 30' 54" E



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
Richard A. Finger
 NICK A. FINGER
 818

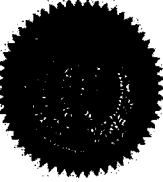
THE FOUR SEASONS NO. 12

SURVEYORS CERTIFICATE:

I, Nicholas A. Vinger, Registered Professional Land Surveyor in Oregon, being first duly sworn, do hereby depose and say that during March, 1972 I accurately subdivided into lots and tracts the lands represented on the attached map of "THE FOUR SEASONS NO. 12" a resubdivision of Lot 47, The Four Seasons No. 4, a plat of record in Washington County, Oregon more particularly described as follows:

Beginning at the initial point, a 2" x 25" colonized iron pipe set 6" below the surface of the ground, that is N 0°45'30" E 150.66 feet and N 88°27'10" W 20.00 feet from the Southwest Corner of the P.L. Spencer Donation Land Claim No. 49 in Township 1 South, Range 1 West, Willamette Meridian, Washington County, Oregon, thence S 88°27'10" W 122.76 feet; thence along the arc of a 361.25 foot radius reverse curve to the left a distance of 330.13 feet; thence N 89°04'25" W 221.31 feet; thence N 0°25'37" E 139.04 feet; thence along the arc of a 361.25 foot radius reverse curve to the left a distance of 330.13 feet; thence N 15°26'00" E 9.70 feet; thence along the arc of a 1500 foot radius tangent curve to the right a distance of 23.05 feet; thence along the arc of a 170.00 foot radius compound curve to the right a distance of 24.95 feet; thence S 23°00' E 71.57 feet; thence S 4°15'00" W 75.00 feet; thence S 56°00'00" W 180.00 feet; thence S 17°45'30" W 150.00 feet to the point of beginning. Containing 3.985 acres more or less.

I further depose and say that the attached map is a true and correct representation of the lots and tracts as stated on the ground with 5/8" by 30" steel rods at all corners, points of curvature and boundary line changes of direction except as noted.



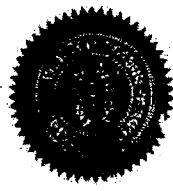
Subscribed and sworn to before me
this 1st day of April, 1972

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**
Frank A. Vinger
CAROLAN
NOTARY PUBLIC FOR OREGON
NO. 874
My Commission Expires: 12/31/77

ACKNOWLEDGEMENT

STATE OF OREGON
COUNTY OF WASHINGTON S.S.

THIS CERTIFIES that on this 2nd day of June, 1972, before me, a notary public for Oregon, personally appeared Dwight E. Haugen, President and John H. Maki, Vice President of Beaver Construction Company, the corporation named in the foregoing instrument, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged their signatures to said instrument to be the free act and deed of said corporation.



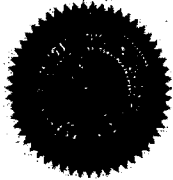
Dwight E. Haugen
Notary Public for Oregon
My Commission Expires 11/1/77

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS that Beaver Construction Company, an Oregon corporation is the owner of the lands represented on the attached map and particularly described in the foregoing certificate, and that said lands to be subdivided into lots and tracts as shown on the attached map and to be dedicated to the public for public use forever.

IN WITNESS WHEREOF we have hereunto set our hands and corporate seal this 2nd day of June, 1972.

Beaver Construction Company



Dwight E. Haugen
Dwight E. Haugen, President
John H. Maki
John H. Maki, Vice President

APPROVALS

Approved this 6th day of JUNE, 1972
Washington County Planning Commission

by *William Curtis*

Approved this 1st day of JUNE, 1972
Chief, Eng. Div., Dept. of Public Works
(Survey Sec.) Washington County

by *Harold R. Bunker*

Approved this 2nd day of JUNE, 1972
Board of County Commissioners
Washington County

John C. Clunker
Harold R. Bunker

Arthur P. ...

Approved this 2nd day of JUNE, 1972
Director of Revenue & Taxation (County)
Assistant Treasurer (County)

by *Dwight E. Haugen*

Attest:
Director of Records & Elections
(County Clerk), Washington County
by *Arthur P. ...*

CRYSTALBROOK

		PAID BY HOMEOWNER	PAID BY ASSOCIATION
ROOF	Repair	XXX	
	Replace	XXX	
	Maintenance	XXX	
GUTTERS	Repair		XXX
	Replace		XXX
	Cleaning (once per year by HOA)		XXX
DOWNSPOUTS	Repair		XXX
	Replace		XXX
	Cleaning		XXX
WATER ACCUMULATION UNDER HOUSE DUE TO TOPOGRAPHY OF LAND (AS BUILT)	Repair	XXX	
WATER ACCUMULATION AROUND OUTSIDE OF HOUSE DUE TO TOPOGRAPHY OF LAND (AS BUILT)	Repair		XXX
HOUSE FOUNDATION	Repair	XXX	
	Replace	XXX	
	Maintenance	XXX	
HOUSE SIDING	Repair	XXX	
	Replace	XXX	
	Painting (Every 7-9 Years)		XXX
HOUSE TRIM	Repair	XXX	
	Replace	XXX	
	Painting (Every 7-9 Years)		XXX
HOUSE WINDOWS & TRIM	Repair	XXX	
	Replace	XXX	
	Maintenance	XXX	
DECKS	Repair	XXX	
	Replace	XXX	
	Painting	XXX	
DECK RAILINGS	Repair	XXX	
	Replace	XXX	
	Painting	XXX	
DECK STEPS	Repair	XXX	
	Replace	XXX	
	Painting	XXX	
MAIN STREETS (NEW PLYMOUTH, TRILLIUM, SHALLOWBROOK)	Repair		XXX
	Replace		XXX
DRIVEWAYS (FROM MAIN STREETS & LANES TO GARAGE OR CARPORT - EITHER CEMENT OR ASPHALT)	Repair	XXX	
	Replace	XXX	
HOUSE SIDEWALKS (FROM DRIVEWAY TO HOUSE)	Repair	XXX	
	Replace	XXX	
HOUSE SIDEWALKS (FROM STREET TO HOUSE)	Repair	XXX	
	Replace	XXX	
SIDEWALKS ALONG CITY STREETS (152ND & VILLAGE LANE)	Repair		XXX
	Replace		XXX
TREES (COMMON AREA)	Removal (if dead, dying, diseased, or safety hazard)		XXX
	Cabling (for safety reasons)		XXX
	Trimming (for safety reasons)		XXX
	Trimming (for aesthetics)	XXX	
	Trimming (off house for maintenance reasons)		XXX
	Damage to house (such as tree falling in storm)	XXX	
LANDSCAPE SERVICES (COMMON AREAS)	Mowing		XXX
	Edging		XXX
	Blow down streets		XXX
	Fertilization of grass		XXX
	Re-seeding of grass where necessary		XXX
	Fertilization of shrubbery		XXX
	Operation & maintenance of sprinkler system (if installed by HOA)		XXX
	Trimming (of bushes, shrubs & small trees (up to 12 feet))		XXX
	Bark Dust	XXX	
	Rake Windfall limbs, leaves & pine needles		XXX
	ALL PEST CONTROL ISSUES (AFFECTING PRIVATE RESIDENCE)	Which could include the following, but is not limited to: Carpenter ants, termites, bees, wasps, mosquitoes, nutria, raccoons, possums and any non-domesticated animals	XXX
WATER & SEWER SYSTEM	Discovery and expense to find leak (outside resident foundation)		XXX
	From resident foundation to water meter or sewer connection		XXX