

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
IRONWOOD AT TUKWILA SUBDIVISION**

After Recording Return to:

Roy Priest

✓ Ironwood at Tukwila Homeowners Association, Inc.

4000 Kruse Way Place

Building 2, Suite 300

Lake Oswego, Oregon 97035

## Table of Contents

TABLE OF CONTENTS.....	2
ARTICLE I - DEFINITIONS .....	6
SECTION 1.1 "ASSOCIATION" .....	6
SECTION 1.2 "BOARD" .....	7
SECTION 1.3 "BUILDER" .....	7
SECTION 1.4 "CITY" .....	7
SECTION 1.5 "COUNTY" .....	7
SECTION 1.6 "COMMON AREAS" .....	7
SECTION 1.7 "COMMON MAINTENANCE AREAS" .....	7
SECTION 1.8 "COMMON PROPERTY" .....	7
SECTION 1.9 "DECLARANT" .....	8
SECTION 1.10 "DECLARATION" .....	8
SECTION 1.11 "DIRECTORS" .....	8
SECTION 1.12 "LOT" .....	8
SECTION 1.13 "OWNER" .....	8
SECTION 1.14 "PLAT" .....	8
SECTION 1.15 "PROPERTY" .....	8
SECTION 1.16 "UNIT" .....	8
SECTION 1.17 "CONVERSION DATE" .....	9
SECTION 1.18 "TUKWILA" .....	9
SECTION 1.19 "TURNOVER MEETING" .....	9
ARTICLE II - IRONWOOD AT TUKWILA HOMEOWNERS ASSOCIATION, INC. ....	9
SECTION 2.1 MEMBERSHIP .....	9
SECTION 2.2 FUNDING .....	9
SECTION 2.3 ANNUAL ASSESSMENT OR CHARGE UNITS OWNED BY CLASS A MEMBERS .....	10
SECTION 2.4 UNITS ON LOTS OWNED BY DECLARANT .....	10
SECTION 2.5 PURPOSES OF MAINTENANCE FUND .....	10
SECTION 2.6 NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION .....	11
SECTION 2.7 SUBORDINATED LIEN TO SECURE PAYMENT .....	11
SECTION 2.8 VOTING RIGHTS .....	12
A. Class A .....	12
B. Class B .....	12
SECTION 2.9 SUSPENSION .....	12
SECTION 2.10 ADDITIONAL ASSESSMENTS .....	12
SECTION 2.11 TURNOVER MEETING .....	13
ARTICLE III - GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS.....	13
SECTION 3.1 PURPOSE OF MAINTENANCE FUND.....	13
SECTION 3.2 POWERS AND DUTIES OF BOARD.....	14
SECTION 3.3 BOARD POWERS EXCLUSIVE.....	15
SECTION 3.4 MAINTENANCE CONTRACTS .....	15
ARTICLE IV - COMMON AREAS.....	15

SECTION 4.1 ASSOCIATION TO HOLD.....	15
SECTION 4.2 LIABILITY INSURANCE .....	15
SECTION 4.3 CONDEMNATION .....	16
SECTION 4.4 LANDSCAPING.....	16
SECTION 4.5 MAINTENANCE.....	16
<b>ARTICLE V - ARCHITECTURAL REVIEW .....</b>	<b>16</b>
SECTION 5.1 ARCHITECTURAL CONTROL COMMITTEE.....	16
SECTION 5.2 ARCHITECTURAL MANUAL .....	17
SECTION 5.3 SCOPE OF REVIEW.....	17
SECTION 5.4 SUBMISSION OF PLANS .....	17
SECTION 5.5 PLAN REVIEW .....	17
SECTION 5.6 NON-CONFORMING STRUCTURES.....	18
SECTION 5.7 IMMUNITY OF ACC MEMBERS.....	18
SECTION 5.8 ADDRESS FOR NOTICE.....	18
<b>ARTICLE VI - EASEMENTS .....</b>	<b>19</b>
SECTION 6.1 UTILITY EASEMENTS.....	19
SECTION 6.2 DECLARANT'S EASEMENT TO CORRECT DRAINAGE .....	19
SECTION 6.3 EASEMENT FOR UNINTENTIONAL ENCROACHMENT .....	19
SECTION 6.4 ENTRY EASEMENT .....	19
SECTION 6.5 RESERVED EASEMENTS.....	20
SECTION 6.6 TEMPORARY COMPLETION EASEMENT .....	20
SECTION 6.7 EASEMENT FOR ENTRY MONUMENTS AND OTHER DECORATIVE IMPROVEMENTS.....	20
SECTION 6.8 SEPARATION FENCE EASEMENT.....	21
<b>ARTICLE VII - USE, OCCUPANCY, CASUALTY, AND INSURANCE.....</b>	<b>21</b>
SECTION 7.1 RESIDENTIAL USE .....	21
SECTION 7.2 COMMERCIAL, INSTITUTIONAL, OR OTHER NON-RESIDENTIAL USES.....	21
SECTION 7.3 GARAGE SALES.....	21
SECTION 7.4 DECLARANT OR BUILDER USE .....	21
SECTION 7.5 OWNER INSURANCE .....	22
SECTION 7.6 CASUALTY .....	22
<b>ARTICLE VIII - PROPERTY RIGHTS .....</b>	<b>22</b>
SECTION 8.1 OWNERS' EASEMENTS OF ENJOYMENT .....	22
SECTION 8.2 EFFECT OF DECLARATION.....	23
SECTION 8.3 REZONING PROHIBITED.....	23
SECTION 8.4 LOT CONSOLIDATION AND DIVISION.....	23
SECTION 8.5 DRAINAGE ALTERATION PROHIBITED.....	23
SECTION 8.6 ACCESS .....	23
<b>ARTICLE IX - USE RESTRICTIONS.....</b>	<b>23</b>
SECTION 9.1 NUISANCES .....	24
SECTION 9.2 DEVELOPMENT ACTIVITY .....	24
SECTION 9.3 TEMPORARY STRUCTURES.....	24
SECTION 9.4 SIGNS .....	24
<i>A. For Sale Signs.....</i>	<i>24</i>
<i>B. Declarant's Signs.....</i>	<i>24</i>
<i>C. Political Signs.....</i>	<i>25</i>

<i>D. Subdivision Identification Signs</i> .....	25
<i>E. Commercial Vehicle Emblems</i> .....	25
SECTION 9.5 CAMPERS, BOATS, RECREATIONAL VEHICLES, COMMERCIAL VEHICLES, AND OTHER NON-PASSENGER VEHICLES .....	25
SECTION 9.6 PETS, LIVESTOCK AND POULTRY .....	26
SECTION 9.7 GARBAGE AND REFUSE DISPOSAL .....	26
SECTION 9.8 SIGHT DISTANCE EASEMENTS .....	27
SECTION 9.9 PARKING .....	27
SECTION 9.10 COMMERCIAL OR INSTITUTIONAL USE .....	27
SECTION 9.11 DETACHED BUILDINGS .....	27
SECTION 9.12 FENCES .....	27
SECTION 9.13 GENERAL LANDSCAPING AND EXTERIOR MAINTENANCE .....	28
SECTION 9.14 STREET PARKWAY LANDSCAPING .....	28
SECTION 9.15 ANTENNAE, SATELLITE DISHES AND SOLAR COLLECTORS .....	29
SECTION 9.16 EXTERIOR FINISH .....	29
SECTION 9.17 CLOTHES HANGING DEVICES .....	29
SECTION 9.18 WINDOW TREATMENT .....	29
SECTION 9.19 LIMITATION ON SQUARE FEET .....	29
SECTION 9.20 OIL AND MINING OPERATIONS .....	30
SECTION 9.21 MAIL BOXES .....	30
SECTION 9.22 GARAGES .....	30
SECTION 9.23 SETBACK LINES .....	30
SECTION 9.24 ATHLETIC AND RECREATIONAL FACILITIES .....	30
SECTION 9.25 SECURITY .....	31
SECTION 9.26 WATER AND SEWAGE SYSTEMS .....	31
SECTION 9.27 EXTERIOR HOLIDAY DECORATIONS .....	31
SECTION 9.28 CONSTRUCTION ACTIVITIES .....	31
SECTION 9.29 UNIT HEIGHT .....	32
SECTION 9.30 RETAINING WALLS .....	32
ARTICLE X - PICKETING AND DEMONSTRATIONS .....	32
SECTION 10.1 PROHIBITIONS .....	32
SECTION 10.2 ACCEPTANCE OF PROHIBITIONS .....	32
ARTICLE XI - RESERVED .....	33
ARTICLE XII - ANNEXATION .....	33
SECTION 12.1 ANNEXATION BY DECLARANT .....	33
<i>A. Eligible Property</i> .....	33
<i>B. Consent or Joinder Not Required</i> .....	33
<i>C. Declaration of Annexation</i> .....	33
<i>D. FHA/VA Approval</i> .....	33
SECTION 12.2 ANNEXATION BY ACTION OF MEMBERS .....	34
SECTION 12.3 NO DUTY TO ANNEX .....	34
ARTICLE XIII - GENERAL .....	34
SECTION 13.1 REMEDIES .....	34
SECTION 13.2 FINES IMPOSED BY THE ASSOCIATION .....	35
SECTION 13.3 TERM AND AMENDMENTS .....	35
SECTION 13.4 SEVERABILITY .....	35

SECTION 13.5 RIGHTS AND OBLIGATIONS .....	35
SECTION 13.6 MISCELLANEOUS PROVISIONS.....	36
SECTION 13.7 HEADINGS.....	37
SECTION 13.8 CONFLICTS.....	37
SECTION 13.9 PARTIAL INVALIDITY .....	37
EXHIBIT "A" .....	39
EXHIBIT "B - 1".....	40
EXHIBIT "B - 2" .....	41

(This change to the CC&R's is active as of April 15th, 2003)

**IRONWOOD AT TUKWILA HOMEOWNERS ASSOCIATION, INC**

**CC&R Interpretation Of (Section 9.7)**

WHEREAS the Ironwood at Tukwila Homeowners Association, Inc. Board of Directors is empowered by our: DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS IRONWOOD AT TUKWILA SUBDIVISION; ARTICLE III GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS, Section 3.2 (e) and also see Section 8.1 (a) (These sections provides the rule making authority of the Association.)

Resolutions are the vehicles by which the Board adopts rules, policies, or interprets its documents. Therefore our legal council advocates that the Board utilize (1) rule adopting; (2) policing adopting; or (3) interpretative resolutions to address issues not resolved in its governing documents. Such resolutions are done by the Board and are not needed to be voted upon by the owners. We must give notice and an opportunity to be heard.

From the current CC&R's:

**ARTICLE IX – USE RESTRICTIONS**  
**(Section 9.7) Garbage and Refuse Disposal**

No Lot, Tract, or Common Area shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, or disposed of, except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, debris, or recyclable materials shall be stored, kept placed or maintained on any Lot **where visible** from any street except solely on a day designated for removal of garbage, rubbish, or recyclable materials, and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal, but shall be removed from view before the following day.

**BE IT THEREFORE RESOLVED** that the phrase “**where visible**” in Section 9.7 will be further defined to be:

The term “**where visible**” will be defined as being placed at either side of your house, back from the corner of the house at least 5 feet, or less than 5 feet with written permission from the Ironwood At Tukwila HOA Board, or behind your fence if you have one.

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS  
IRONWOOD AT TUKWILA**

THIS DECLARATION to be effective upon its recording in Marion County, Oregon, is made and executed on the date hereinafter set forth by CENTEX HOMES, a Nevada general partnership, hereinafter referred to as the "**Declarant**".

**WITNESSETH**

WHEREAS, the Declarant is the owner of certain real property in the City of Woodburn, Marion County, Oregon, described on Exhibit "A" attached hereto and incorporated herein by reference;

WHEREAS, Declarant desires to create an exclusive planned community known as Ironwood at Tukwila on the land described on Exhibit "A" as shown on the duly recorded plat of Ironwood at Tukwila and on such other land as may be added thereto pursuant to the terms and provisions of this Declaration;

WHEREAS, Ironwood at Tukwila is an independent phase of an exclusive planned community known as TUKWILA PLANNED COMMUNITY and is subject to the terms and conditions of a separate Declaration of Covenants, Conditions, and Restrictions of Tukwila Planned Community made and recorded October 28, 1992, on Reel 1001, Page 91 of Marion County Records, Marion County, Oregon;

NOW THEREFORE, the Declarant declares that the real property described on attached Exhibit "A" shall be held, sold, hypothecated, and conveyed subject to the additional restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a planned community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I - DEFINITIONS**

**Section 1.1 "Association"**

"Association" shall mean the Ironwood at Tukwila Homeowners Association, Inc., an Oregon nonprofit Corporation established for the purposes set forth herein.

Section 1.2 "Board"

"Board" shall mean the Board of Directors of the Ironwood at Tukwila Homeowners Association, Inc.

Section 1.3 "Builder"

"Builder" shall mean Centex Homes and any other residential building company acquiring Lots from the Declarant for the purposes of construction and sale of homes.

Section 1.4 "City"

"City" shall mean City of Woodburn, Oregon.

Section 1.5 "County"

"County" shall mean Marion County, Oregon.

Section 1.6 "Common Areas"

"Common Areas" as used herein, shall mean only that portion of the Property which is established for the common use and benefit of the Ironwood at Tukwila planned community and shall be conveyed to the Association for the use and benefit of the Owners.

Section 1.7 "Common Maintenance Areas"

"Common Maintenance Areas" shall mean the Common Areas, if any, and any areas within public rights-of-way, easements (public and private) or public parks that the Board deems it necessary or appropriate to maintain for the common benefit of the members, including without limitation, those areas described in Section 4.4 and Section 4.5.

Section 1.8 "Common Property"

"Common Property" as used herein, shall refer only to common property which is established for the common use and benefit of all independent phases of Tukwila Planned Community and shall be conveyed to Tukwila, which shall assume full responsibility including but not limited to financial, operation, and maintenance for the Common Property for the use and benefit of the Owners.



Section 1.9 "Declarant"

"Declarant" shall mean Centex Homes, its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

Section 1.10 "Declaration"

"Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions for Ironwood at Tukwila and any amendments and supplements thereto made in accordance with its terms.

Section 1.11 "Directors"

"Directors" shall mean the Board of Directors of the Association.

Section 1.12 "Lot"

"Lot" shall mean any of the plots of land indicated upon the recorded subdivision map of the Property or any part thereof creating single-family home sites, with the exception of the Common Areas and areas deeded to a governmental authority or utility, together with all improvements thereon.

Section 1.13 "Owner"

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

Section 1.14 "Plat"

"Plat" shall mean the duly recorded plat of Ironwood at Tukwila, recorded at Reel 42 at Page 59, of the Plat Records of Marion County, Oregon.

Section 1.15 "Property"

"Property" shall mean the real property described on the attached Exhibit "A", and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

Section 1.16 "Unit"

"Unit" shall mean any residential dwelling situated upon any Lot.

#### Section 1.17 "Conversion Date"

"Conversion Date" shall be the date upon which Class "B" membership shall cease and be converted to Class "A" membership. Such date shall be the date which is the earlier of i) the date at which seventy five (75) percent of the total Lots anticipated to be created within the subdivision have been conveyed to Class "A" members; or ii) ten (10) years after conveyance of the first Lot to a Class "A" member.

#### Section 1.18 "Tukwila"

"Tukwila" shall mean the Tukwila Homeowner's Association, Inc., an Oregon nonprofit corporation.

#### Section 1.19 "Turnover Meeting"

"Turnover Meeting" shall be the meeting called by the Declarant to turn over control of the Association to the Class A members.

### **ARTICLE II - IRONWOOD AT TUKWILA HOMEOWNERS ASSOCIATION, INC.**

#### Section 2.1 Membership

The Declarant and every Owner of a Lot by virtue of ownership of such Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. There shall be two (2) classes of membership, Class A and Class B as described in Section 2.8.

#### Section 2.2 Funding

Subject to the terms of this Article II, the Declarant for each Lot owned within the Property hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: i) annual assessments or charges; and ii) special assessments for capital improvements to the Common Areas, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of the within covenants. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them, in writing.

### Section 2.3    Annual Assessment or Charge Units Owned by Class A Members

Subject to the terms of this Article, each improved Lot is hereby subject to an initial maximum maintenance charge of \$250 per annum (until such maintenance charge shall be modified as provided in the Bylaws of the Association), for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each such Lot in advance in monthly, quarterly or annual installments, commencing as to all Lots upon the recordation of this Declaration. The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly or annually, will be determined by the Board of Directors of the Association at least thirty (30) days in advance of each assessment period. Said rate may be adjusted within the limit permitted by the Bylaws from time to time by the Board of Directors as the needs of the Association may, in the judgment of the Directors, require. The assessment for each Lot shall be uniform except as provided in Section 2.10. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period.

### Section 2.4    Units on Lots Owned by Declarant

The Declarant and any Builder owning unimproved Lots or Units that are not occupied shall pay assessments at the same rate as the annual maintenance assessment charged to Owners so long as there is a Class B membership as set forth in Section 2.8. So long as there is Class B membership, Declarant hereby covenants and agrees that in the event that the annual maintenance fund revenues are insufficient to pay the operating expenses of the Association, it shall provide the funds necessary to make up the deficit, within thirty (30) days of receipt of request for payment thereof from the Association, provided that if the deficit is the result of the failure or refusal of an Owner or Owners to pay their annual maintenance assessments, the Association shall diligently pursue all available remedies against such defaulting Owners, including the immediate institution of litigation to recover the unpaid assessments, and shall reimburse the Declarant the amounts, if any, so collected.

### Section 2.5    Purposes of Maintenance Fund

The Association shall establish a maintenance fund composed of annual maintenance assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Maintenance Areas for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: normal, recurring maintenance of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for landscaping) and the improvements to such Common Maintenance Areas, such as sprinkler systems, provided that the Association shall have no obligation (except as expressly provided hereinafter) to make capital

improvements to the Common Maintenance Areas; perpetual maintenance and enhancement for walls, grounds, landscaping, lights, irrigation and entry monument; perpetual maintenance of storm water quality pond facilities within the Property; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employment of policemen and watchmen, if any; caring for vacant Lots; and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The Association shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Maintenance Area. The fund shall be established and maintained out of regular annual assessments.

#### Section 2.6 Non-payment of Assessments: Remedies of the Association

Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the highest rate of interest allowed by Oregon law from time to time. The Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions and the Association may bring an action at law against the Owner personally obligated to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of his property.

#### Section 2.7 Subordinated Lien to Secure Payment

To secure the payment of the maintenance charge and assessment established hereby and to be levied on individual Lots as above provided, there is hereby reserved a lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage lienholder by prepaid U.S. registered mail, to contain the statement of the delinquent maintenance charges

upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due before such sale or transfer. No sale, foreclosure or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall have the right to file notices of liens in favor of such Association in the Official Public Records of Marion County, Oregon.

#### Section 2.8 Voting Rights

The Association shall have two classes of voting membership:

##### A. Class A

Class A members shall be all Owners with the exception of Declarant and any Builder (except that beginning on the date on which Class B membership is converted to Class A membership, and thereafter, Class A members shall be all Owners, including Declarant and any Builder) and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

##### B. Class B

The Class B members shall be the Declarant, and any Builder, who shall be entitled to three (3) votes for each Lot they own.

#### Section 2.9 Suspension

All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article II or is otherwise in default hereunder or under the Bylaws or Rules and Regulations of the Association.

#### Section 2.10 Additional Assessments

In addition to the periodic assessments described in Section 2.3, the Association shall have the authority to assess an Owner for costs and expenses incurred by the Association for corrective action which is required as a result of the willful or negligent actions or omissions of such Owner or such Owner's family members, tenants, guests, contractors or invitees. Each such additional assessment, together with interest, costs, and reasonable attorney's fees, shall be

a charge on the land, a continuing lien upon the Lot, and the personal obligation of the Owner in the manner described in Section 2.2 for annual and special assessments.

#### Section 2.11 Turnover Meeting

The Declarant shall call a Turnover Meeting within one hundred twenty (120) days following the Conversion Date for the purposes of turning over control of the Association to the Class A members. The Turnover Meeting shall be conducted in accordance with the Bylaws of the Association.

### **ARTICLE III - GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS**

#### Section 3.1 Purpose of Maintenance Fund

The Board, for the benefit of the Owners, shall provide and shall pay for out of the maintenance fund provided for in Article II above the following:

- a. Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.
- b. Care and preservation of the Common Maintenance Areas.
- c. The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board, (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon no more than ninety (90) days prior written notice to the managing party) and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.
- d. Legal and accounting services.
- e. A policy or policies of insurance insuring the Association and/or its Board of Directors and officers against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article IV.
- f. Workers compensation insurance to the extent necessary to comply with any applicable laws.
- g. Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

h. Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

### Section 3.2 Powers and Duties of Board

The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

- a. To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.
- b. To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.
- c. To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.
- d. To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.
- e. To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Owners, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected.
- f. To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.
- g. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.
- h. To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.
- i. To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

### Section 3.3 Board Powers Exclusive

The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

### Section 3.4 Maintenance Contracts

The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

## **ARTICLE IV - COMMON AREAS**

### Section 4.1 Association to Hold

The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area. The dedication, mortgage, or conveyance of any Common Areas shall require the affirmative vote of at least seventy five (75) percent of the outstanding votes, except as provided in Section 13.6(d), as well as the approval of FHA and VA (as those terms are defined in Section 12.1(D)) so long as there is Class B membership in the Association. If neither FHA or VA notifies Declarant or the Association of objections within fifteen (15) days of the date of request for approval, such approval shall be deemed to have been granted.

### Section 4.2 Liability Insurance

From and after the date on which title to or responsibility for any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Areas. The policy limits shall be as determined by the Board of Directors of the Association, but shall include public liability insurance of at least \$500,000 per occurrence. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members, Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to the Association's general operating account, members, Directors, the management company and other insured, as their interests may be determined.



#### Section 4.3 Condemnation

If there is a condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. If the Board of Directors of the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

#### Section 4.4 Landscaping

The Association will permanently maintain the landscaped areas i) within the public right of way of that portion of Hazelnut Drive that adjoins Lots 3, 4, 6 through 10, 11, 63, 64, 72 and 73; ii) the landscaped areas within the easement for the entry monument and other decorative landscape improvements, as described in Section 6.7 and as shown on the recorded plat, located on Lots 3, 4, 10, 11, 63, 64, 72, and 73 ; iii) Tract "A", all such lots and tracts being in Ironwood at Tukwila, more particularly described on the Plat thereof.

#### Section 4.5 Maintenance

The Association will permanently maintain and repair as necessary i) all entry monument signage within the easement for the entry monument and other decorative landscape improvements, as described in Section 6.7 and as shown on the recorded plat, within Lots 3, 4, 10, 11, 63, 64, 72, and 73; ii) the concrete walkway contained within the public right of way of Hazelnut Drive adjoining Lots 3, 4, 6 through 10, 11, 63, 64, 72 and 73; iii) the street face and top surfaces of the retaining wall and fence along Hazelnut Drive located within the easement for the entry monument and other decorative landscape improvements, as described in Section 6.7 and as shown on the recorded plat, on Lot 72. The lot face side of the wall and/or fence will be maintained by each Owner upon which Lot the wall and/or fence directly is built. Each Owner will be responsible only for that portion of the wall and/or fence that is on their Lot.

### **ARTICLE V - ARCHITECTURAL REVIEW**

#### Section 5.1 Architectural Control Committee

A committee to be known as the Architectural Control Committee (the "ACC") shall be established consisting of the number of members as determined by the Directors, except that the ACC shall consist of not less than three (3) members.

a. The members of the ACC shall be appointed, terminated and/or replaced by the Declarant so long as there is Class B membership. Thereafter the members of the ACC shall be

appointed by the Board of Directors. Members of the ACC may be terminated and/or replaced by the Board of Directors with or without cause.

b. The purpose of the ACC is to enforce the architectural standards of the community and to approve or disapprove plans for improvements proposed for the Lots.

c. The ACC shall act by simple majority vote, and shall have the authority to delegate its duties or to retain the services of a professional engineer, architect, designer, inspector or other person to assist in the performance of its duties.

#### Section 5.2 Architectural Manual

The Board may adopt, and from time to time, amend modify, or revise an Architectural Manual. Adoption of the Architectural Manual may occur without the consent of anyone prior to conveyance of the first Lot to an Owner other than the Declarant. Amendments, modifications, or revisions to the Architectural Manual may be made by the Declarant, without the consent of anyone prior to conveyance of the first Lot to an Owner other than the Declarant. Thereafter the ACC shall have the right to amend, modify, or revise the Architectural Manual. No such amendments, modifications, or revisions shall affect any prior ACC approval.

#### Section 5.3 Scope of Review

No building, fence, wall, patio, deck, outbuilding, landscaping, pool, athletic facility or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Property without the prior written consent of the ACC, provided however, that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the provisions of this Article V.

#### Section 5.4 Submission of Plans

Before the initiation of construction upon any Lot, the Owner thereof shall first submit to the ACC a complete set of plans and specifications for the proposed improvements, including site plans, grading plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the ACC for the performance of its function pursuant to the procedure outlined in the Architectural Manual (if any). In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.

#### Section 5.5 Plan Review

Upon receipt by the ACC of all of the information required by this Article V, it shall have twenty one (21) days in which to review said plans. The proposed improvements will be

approved if, in the sole opinion of the ACC: i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; ii) the improvements will not violate any restrictive covenant or encroach upon any easement or cross building set back lines; iii) the improvements will not result in the reduction in property value, use or enjoyment of any of the Property; iv) the individual or company intended to perform the work is acceptable to the ACC; and v) the improvements will be substantially completed, including all cleanup, within three (3) months of the date of commencement (six (6) months for the construction of a complete house). If the ACC fails to issue its written approval, or rejection, within twenty one (21) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ACC's approval shall be deemed to have been granted without further action.

#### Section 5.6 Non-conforming Structures

If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article V to the same extent as if erected without prior approval of the ACC. The ACC, the Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

#### Section 5.7 Immunity of ACC Members

No individual member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith and without malice. The Association shall defend any action brought against the ACC or any member thereof arising from acts or omissions of the ACC committed in good faith and without malice.

#### Section 5.8 Address for Notice

Requests for ACC approval or correspondence with the ACC shall be addressed to Ironwood at Tukwila Architectural Control Committee and mailed or delivered in care of Centex Homes, 4000 Kruse Way Place, Building 2, Suite 300, Lake Oswego, Oregon 97035, or such other address as may be designated from time to time by the ACC. No correspondence or request for approval shall be deemed to have been received until actually received by the ACC in a form satisfactory to the ACC.

## ARTICLE VI - EASEMENTS

### Section 6.1 Utility Easements

As long as the Declarant owns a Lot, the Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Common Area for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on or in such easements. The Association shall also have the right to grant the easements described herein, subject to the approval of the Declarant so long as Declarant owns a Lot.

### Section 6.2 Declarant's Easement to Correct Drainage

Declarant hereby reserves for the benefit of Declarant and any Builder a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant or any Builder to correct or maintain any drainage facilities within the Property.

### Section 6.3 Easement for Unintentional Encroachment

The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Area caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching Property to the extent of such encroachment.

### Section 6.4 Entry Easement

If the Owner of any Lot fails to maintain the Lot as required herein, or if there is an emergency, the Association shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

#### Section 6.5 Reserved Easements

Easements for installation and maintenance of utilities, storm water retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded Plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

#### Section 6.6 Temporary Completion Easement

All Lots shall be subject to an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Property as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the Property, provided that such easement shall terminate twenty four (24) months after the date such Lot is conveyed to the Owner by the Declarant.

#### Section 6.7 Easement for Entry Monuments and Other Decorative Improvements

There is hereby created a blanket easement upon, across, over, through, and under those portions of the Property normally reserved for building setbacks as required by the City of Woodburn, and as may have been modified by any jurisdictional approval, for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including but not limited to water, sewer, gas, telephones, electricity, television, cable, or communication lines and systems, and for installation, removal, repair, maintenance, and replacement of decorative improvements, including but not limited to, walls, fences, landscape improvements (including but not limited to planting, lighting, and irrigation systems), or other decorative improvements installed or constructed prior to the sale thereof by Declarant to other owners upon the Property and Lots. By virtue of this easement, it shall be expressly permissible for the Declarant, the Association, Tukwila, the ACC, or their agents, or the providing utility or service company to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of living units, to repair, maintain or replace the aforesaid decorative improvements, provided that such company, the Association, Tukwila, the ACC, or their agents restores disturbed areas to a reasonable likeness of the condition in which they were found prior to such work. This easement shall in no way affect any other recorded easements on the Property.

### Section 6.8 Separation Fence Easement

Lots 14 through 41 may contain a separation fence adjacent to the OGA Members Golf Course at Tukwila. The owners of the above described lots within Ironwood at Tukwila are responsible for the maintenance of the separation fence and shall not alter or move said fence without consent from the ACC. A separation fence exists on Tract "A" adjacent to Lots 47 through 50, and shall be maintained by the Association, its successor or assigns. The separation fence shall not be removed, altered, or connected to.

## **ARTICLE VII - USE, OCCUPANCY, CASUALTY, AND INSURANCE**

### Section 7.1 Residential Use

All lots and dwelling shall be kept and maintained primarily for single family residential purposes.

### Section 7.2 Commercial, Institutional, or Other Non-Residential Uses

No commercial, institutional, or other non-residential use (including residential day care facilities) shall be conducted on any lot without the written approval of the Directors. Any Owner wishing to conduct any commercial, institutional, or other non-residential uses on any lot shall first apply to the Directors for approval of such use and shall provide to the Directors any information deemed necessary by the Directors to evaluate the impacts of such use on the neighborhood. The Directors shall determine if such use diminishes the residential character of the Lot or neighborhood or imposes a nuisance on the neighborhood. The decision of the Directors shall be final and conclusive. The Directors may review, and repeal, any such approval from time to time at the discretion of the Directors if, in the opinion of the Directors, the use has changed or increased to a level not consistent with the original approval.

### Section 7.3 Garage Sales

The provisions of this Article shall not apply to garage sales conducted entirely on an Owners Lot in accordance with the guidelines (if any) established by the Association, provided that no Owner shall conduct more than one (1) garage sale of no more than three (3) days duration during any six (6) month period.

### Section 7.4 Declarant or Builder Use

The provisions of this Article shall not apply to the use of any Lot or Unit by the Declarant or any Builder as i) a model home, sales office, or construction office; or ii) the use of any Lot as a site for a sales office trailer or construction office trailer.

### Section 7.5 Owner Insurance

Each Owner of a Lot shall obtain, and maintain in effect, from a reputable insurance company authorized to do business in the State of Oregon, public liability and property damage insurance with respect to such Lot in an amount of not less than \$500,000 per person per occurrence. Additionally, each Owner shall obtain and maintain in effect, from such companies fire and extended coverage casualty insurance with respect to the Owner's Unit in an amount equal to one hundred (100) percent of the replacement cost thereof. Each Owner shall also be responsible for obtaining fire and extended coverage casualty insurance with respect to that Owner's personal property.

### Section 7.6 Casualty

In the event of damage to or destruction of a Unit, the Owner of the Unit shall repair, reconstruct, and rebuild the damaged or destroyed portions of the Unit to substantially the same condition that existed prior to the damage or destruction. All repair, reconstruction, or rebuilding shall begin within six (6) months following the damage or destruction, and shall be diligently pursued to completion within twelve (12) months following the damage or destruction, unless work is delayed by causes beyond the reasonable control of the Owner.

## **ARTICLE VIII - PROPERTY RIGHTS**

### Section 8.1 Owners' Easements of Enjoyment

Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Association members.

b. The right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

c. The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for public right-of-way purposes. Any other transfer or mortgage of Common Areas requires the consent of at least seventy five (75) percent of the votes outstanding, and the consent of the Declarant so long as Declarant owns a Lot.

d. All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the undersigned, all of their grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

#### Section 8.2 Effect of Declaration

Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this Declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

#### Section 8.3 Rezoning Prohibited

No Lot shall be rezoned to any classification allowing commercial, institutional or other non-residential use without the express consent of the Association and Declarant so long as Declarant owns a Lot, which may be withheld in Declarant's sole discretion. Declarant or the Association may enforce this covenant by obtaining an injunction against any non approved rezoning at the expense of the enjoined party.

#### Section 8.4 Lot Consolidation and Division

No Lot may be consolidated with another Lot and no Lot may be subdivided.

#### Section 8.5 Drainage Alteration Prohibited

The surface water drainage contours of each Lot shall conform to the approved grading plan established by the Declarant or any Builder. No Owner shall fill or alter any drainage swale established by the Declarant or any Builder, nor shall any Owner install landscaping or other improvements that divert surface water runoff from the drainage patterns, swales and easements established by the Declarant or any Builder.

#### Section 8.6 Access

The following Lots have limitations on their access to public streets: Lots 1 through 5 shall have access only to Colewood Drive; Lots 6 through 10, and 43 shall have access only to Ironwood Terrace; Lots 64 through 71 shall have access only to Greystone Drive; Lots 48, 54, 55, and 61 shall have access only to Inglewood Lane; and Lots 62 and 63 shall have access only to Muirfield Lane.

### **ARTICLE IX - USE RESTRICTIONS**



### Section 9.1 Nuisances

No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The Directors shall have the sole authority to determine nuisances and their decision shall be final and conclusive.

### Section 9.2 Development Activity

Notwithstanding any other provision herein, Declarant and its successors and assigns, including Builders, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of dwelling units on the Property.

### Section 9.3 Temporary Structures

No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, and no prefabricated or relocated structure shall be used on any Lot at any time as a residence, either temporarily or permanently. This restriction shall not be interpreted to limit the right of Declarant or any Builder to use trailers or outbuildings as sales offices, construction offices, material storage facilities, or sanitation facilities.

### Section 9.4 Signs

No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the subdivision or carried by any person or by any other means displayed within the subdivision except as provided below:

#### A. For Sale Signs

An Owner may erect one (1) sign not exceeding two (2) feet by three (3) feet in dimension, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

#### B. Declarant's Signs

Signs or billboards may be erected by the Declarant or any Builder.

C. Political Signs

Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

D. Subdivision Identification Signs

Signs, monumentation or billboards may be erected by the Declarant or the Association to identify the subdivision, with approval from the City, if applicable.

E. Commercial Vehicle Emblems

Vehicle displaying commercial emblems shall not be kept or parked on any Lot except as provided in Section 9.5 (b).

Section 9.5 Campers, Boats, Recreational Vehicles, Commercial Vehicles, and other Non-Passenger Vehicles

No campers, boats, boat trailers, recreational vehicles, commercial vehicles, or other types of non-passenger vehicles, equipment, implements, or accessories shall be kept or stored on any Lot except as provided below:

a. Campers, boats, boat trailers, recreational vehicles, recreational trailers, and other non-passenger vehicles, equipment, implements, or accessories shall not be stored or kept on any Lot unless the same are fully enclosed within the garage located on such Lot and/or said vehicles and accessories are in an operable condition and are screened from view by a screening structure or fencing approved by the ACC.

b. No commercial vehicle bearing commercial insignia or names shall be kept or stored on any Lot unless approval of the Directors is granted. Commercial vehicles bearing commercial insignia or names which is temporarily parked on any Lot for the sole purpose of serving such Lot is exempt from this restriction. The Directors, as designated in this Declaration, shall have the absolute authority to grant approval for storing or keeping a commercial vehicle on a Lot. Any Owner wishing to keep a commercial vehicle on any Lot shall apply for approval to the Directors, and shall provide such information as the Directors, in their sole authority, may require. The Directors may from time to time in their sole discretion review the approval to keep a commercial vehicle on any Lot to determine if the vehicle complies with the intent of the original approval. Upon an adverse determination by the Directors, any commercial vehicle shall be removed and/or otherwise brought into compliance with the requirements of this section.

c. No disabled vehicles, campers, boats, boat trailers, recreational vehicles, recreational trailers, or other types of non-passenger vehicles equipment, implements, or accessories may be kept or stored on any street within the Property for any period in excess of forty-eight (48) hours.

d. The ACC, as designated in this Declaration, shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by said ACC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this section.

e. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in the streets within the Property, or in any driveway or yard adjacent to a street, or that is not screened from view.

#### Section 9.6 Pets, Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for cats, dogs or other generally recognized household pets of a reasonable number, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further, than no more than four (4) adult animals may be kept on a single Lot. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association. No animal shall be allowed to run at large, and all animals shall be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the ACC, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property.

#### Section 9.7 Garbage and Refuse Disposal

No Lot, Tract, or Common Area shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, or disposed of, except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, debris, or recyclable materials shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage, rubbish, or recyclable materials, and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal, but shall be removed from view before the following day.

(This change to the CC&R's is active as of April 15th, 2003)

**IRONWOOD AT TUKWILA HOMEOWNERS ASSOCIATION, INC**

**CC&R Interpretation Of (Section 9.7)**

WHEREAS the Ironwood at Tukwila Homeowners Association, Inc. Board of Directors is empowered by our: DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS IRONWOOD AT TUKWILA SUBDIVISION; ARTICLE III GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS, Section 3.2 (e) and also see Section 8.1 (a) (These sections provides the rule making authority of the Association.)

Resolutions are the vehicles by which the Board adopts rules, policies, or interprets its documents. Therefore our legal council advocates that the Board utilize (1) rule adopting; (2) policing adopting; or (3) interpretative resolutions to address issues not resolved in its governing documents. Such resolutions are done by the Board and are not needed to be voted upon by the owners. We must give notice and an opportunity to be heard.

From the current CC&R's:

**ARTICLE IX – USE RESTRICTIONS**  
**(Section 9.7) Garbage and Refuse Disposal**

No Lot, Tract, or Common Area shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, or disposed of, except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, debris, or recyclable materials shall be stored, kept placed or maintained on any Lot **where visible** from any street except solely on a day designated for removal of garbage, rubbish, or recyclable materials, and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal, but shall be removed from view before the following day.

**BE IT THEREFORE RESOLVED** that the phrase “**where visible**” in Section 9.7 will be further defined to be:

The term “**where visible**” will be defined as being placed at either side of your house; back from the corner of the house at least 5 feet, or less than 5 feet with written permission from the Ironwood At Tukwila HOA Board, or behind your fence if you have one.

#### Section 9.8 Sight Distance Easements

Sight distance easements exist at locations as depicted on Exhibit "B-1" and Exhibit "B-2" attached hereto and incorporated herein. No sight obstruction, fence, wall, hedge, tree, shrub, or planting shall be placed or permitted to remain within sight distance easements between thirty (30) inches and ten (10) feet above the roadway as measured from the top of the curb, except for occasional tree trunks, light poles, sign posts, or signs placed, or required, by governmental authority.

#### Section 9.9 Parking

No vehicles, trailers, implements or apparatus may be driven or parked in the Common Maintenance Area or on any easement unless in use for maintaining such Common Maintenance Areas, provided however, that this restriction shall not apply to driveways, streets or paved areas intended for vehicular use.

#### Section 9.10 Commercial or Institutional Use

No Lot, and no building erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes, except as set forth in Article VII.

#### Section 9.11 Detached Buildings

No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot without the prior consent of the ACC. Every outbuilding, inclusive of such structures as a storage buildings, greenhouses, doghouses, or children's playhouses shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. Outbuildings shall be of a one (1) story design and not exceed fifteen (15) feet in height measured from existing grade or have total floor area in excess of ten (10) percent of the first floor area of the main dwelling (excluding the area of the garage).

#### Section 9.12 Fences

No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback lines for the front yard, except for fences erected by the Declarant in conjunction with model homes, or sales offices, or subdivision entry walls and fences, monumentation and landscaping, or by governmental requirement. Except as may be necessary to maintain the sight distances required by Section 9.8, side yard and rear yard fences may be erected along the property line of the Lots. All fences shall be constructed of one of the five (5) pre-approved designs specified by the ACC, or as may otherwise be approved by the ACC, except for fences erected by the Declarant in conjunction with model homes, sales offices,

subdivision entry walls and fencing, monumentation and landscaping, and except as otherwise provided in this Section. All fences shall be six (6) feet in height except i) fences for sales offices, model homes, subdivision entry walls and fencing, monumentation and landscaping; ii) fences constructed adjacent to the OGA Members Golf Course at Tukwila, unless otherwise approved by the ACC; and iii) fencing installed on Tract "A". Fences constructed adjacent to the OGA Members Golf Course at Tukwila shall be a two (2) rail PVC farm style fence as approved by the ACC. Fencing installed on Tract "A" shall be installed by the Declarant and shall be exempt from the provisions of this Section 9.12. No chain-link, metal cloth or agricultural fences may be built or maintained on any Lot; provided however, that chain link fences may be installed, with the prior approval of the ACC, for domestic pet runs. Notwithstanding the foregoing, the ACC shall have the right and authority to approve variances for reasonable cause or to alleviate hardship as determined in the sole judgment of the ACC; provided however, the ACC may not approve a variance which contradicts the zoning and/or subdivision ordinances of the local governmental jurisdictional authority unless the jurisdictional authority has previously approved the variance. Unless otherwise agreed between Owners, side and rear yard fences that separate adjacent lots shall be owned and maintained by the Owner on whose Lot the fence exists, or if the location is indefinite, such fence will be maintained by the Owners whose Lots are involved jointly with expenses being shared equally.

#### Section 9.13 General Landscaping and Exterior Maintenance

Decorative ground cover consisting of bark dust/mulch or rock in the front and side yard may not exceed ten (10) percent of the total area of the front and side yard. Decorative ground cover consisting of bark dust/mulch or rock in the back yard may not exceed forty (40) percent of the total area of the back yard excluding side yards, decks, patios, or sidewalks. Growth of grasses in lawns must be properly maintained not to exceed four (4) inches in height. Landscaping of front yards shall contain at least five hundred (500) square feet of lawn or sod unless otherwise approved by the ACC. All landscaping located on any Lot shall be properly maintained at all times by the Lot Owner. Each Lot Owner shall keep all shrubs, trees, grass, and plantings of every kind on his or her Lot cultivated, pruned, free of trash, and other unsightly material. All improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Lot Owner. Declarant, the Association, and the ACC shall have the right at any reasonable time to enter upon any Lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary; and to paint, repair, or otherwise maintain any improvements in need thereof, and to charge the cost thereof to the Lot Owner.

#### Section 9.14 Street Parkway Landscaping

Street parkway landscaping shall be installed by the Declarant, or the Declarant's successors or assigns, and shall be provided with irrigation to maintain the quality of the

landscaping. The landscaping in the street parkway strip shall be maintained by the Association. Owners are prohibited from altering the landscaping in the street parkway strip.

#### Section 9.15 Antennae, Satellite Dishes and Solar Collectors

No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view along the public street right-of-way directly in front (and side, in the case of a corner Lot) of the house erected on such Lot; and no such apparatus shall be erected without the prior written consent of the ACC. The ACC, as designated in this Declaration, shall have the absolute authority to determine whether an accessory is adequately screened from public view. The authority of the ACC in this matter shall be subject to any regulations issued by the Federal Communications Commission (FCC) or any other applicable governmental authority.

#### Section 9.16 Exterior Finish

All exterior walls of all dwellings, garages and approved accessory buildings shall be completely finished with wood, stucco, brick, stone, paneling or other material acceptable to the ACC. Notwithstanding the foregoing, the ACC is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood.

#### Section 9.17 Clothes Hanging Devices

Clothes hanging devices exterior to a dwelling shall not exceed six (6) feet in height and shall not be placed nearer to any street abutting the Lot than the side yard setback line or the back of the Unit constructed on the Lot. Clothes hanging devices shall be screened from public view by a fence approved by the ACC. Clothes hanging devices exterior to a dwelling are prohibited on Lots 14 through 41.

#### Section 9.18 Window Treatment

No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors.

#### Section 9.19 Limitation on Square Feet

The minimum square footage area of Units erected on the Lots, exclusive of open porches and/or garages, shall be not less than one thousand (1,000) square feet.

### Section 9.20 Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

### Section 9.21 Mail Boxes

Mail boxes shall be erected and maintained upon areas determined by the U.S. Postal Service in accordance with the current postal authority standards. Street access to mail boxes shall be continuously maintained between 8:00 a.m. and 5:00 p.m.

### Section 9.22 Garages

An enclosed garage able to accommodate at least two (2) automobiles must be constructed and maintained for each residence. The openings of such garages must be situated within the setback lines set out in Section 9.22 below. Garages may be used as a builder's sales offices before permanent occupancy of the main structure, however, sales offices must be converted to garages before permanent occupancy. With the exception of periods when garages are used by the Builder as sales offices, a garage accommodating two (2) automobiles shall be maintained solely for the storage of automobiles, and no garage may be enclosed or otherwise used for habitation, nor may any garage door be removed except when necessary to repair or replace a garage door with the same type of garage door. Residences constructed with garage space greater than two automobiles in size providing storage space, golf cart parking and/or parking of a third automobile may be enclosed or otherwise used for habitation in all or part of this additional garage space only with the approval of the ACC pursuant to Article V. In no case shall a doorway, other than overhead garage door, be located in such space which faces a front or street side yard.

### Section 9.23 Setback Lines

All buildings or other structures (including fences), permanent or temporary, habitable or uninhabitable, must be constructed, placed and maintained in conformity with setback lines imposed by the local governmental jurisdictional authority.

### Section 9.24 Athletic and Recreational Facilities

Outdoor athletic and recreational facilities such as basketball goals, swing sets and sport courts of a permanent nature shall not be placed on any Lot in the subdivision between the street right-of-way and the front of a Unit and must be approved by the ACC pursuant to Article V.



Temporary facilities may be placed, utilized and removed from view from the street during the course of a day.

#### Section 9.25 Security

Neighborhood security patrols may be provided by independent contractors through the Association, from time to time; however the Association is not responsible for security of the neighborhood or any Unit and the Owners are exclusively responsible for security of their home and property.

#### Section 9.26 Water and Sewage Systems

No individual water supply system or sewage disposal system shall be permitted on any Lot, including but not limited to water wells, cesspools or septic tanks.

#### Section 9.27 Exterior Holiday Decorations

Lights or decorations may be erected on the exterior of Units in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sight-seers. All lights and decorations that are not permanent fixtures of the Unit which are part of the original construction or have been properly approved as permanent improvements by the ACC shall be removed within thirty (30) days after the holiday has ended. Christmas decorations or lights may not be displayed before November 15th of any year. For other holidays, decorations or lights may not be displayed more than two (2) weeks in advance of the holiday. The Association shall have the right, upon thirty (30) days prior written notice to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The Association, and the individuals removing the lights and decorations, shall not be liable to the Owner for trespass, conversion or damages of any kind except intentional misdeeds and gross negligence.

#### Section 9.28 Construction Activities

This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction or remodeling of or making of additions to improvements by a Lot Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the ACC in its sole good faith judgment, the ACC shall have the authority to obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is

excessive accumulation of debris of any kind offensive, or detrimental to it or any other portion of the Property, then the ACC may contract for or cause such debris to be removed, and the Lot Owner shall be liable for all expenses incurred in connection therewith.

#### Section 9.29 Unit Height

All residential building units shall be limited to two (2) stories in height and the highest point of any structure shall not violate any height restrictions imposed by the zoning ordinances of the local governmental jurisdictional authority. The ACC, in its sole discretion, shall determine whether a unit meets the criteria of a two-story building.

#### Section 9.30 Retaining Walls

No retaining wall may exceed four (4) feet in height. Retaining walls may extend into the required front, side or rear setback lines of a Lot. Retaining walls constructed by the Declarant shall be exempt from this Section.

### **ARTICLE X - PICKETING AND DEMONSTRATIONS**

#### Section 10.1 Prohibitions

By acceptance of the deed to any Lot covered by this Declaration, the Owner covenants and agrees with the Owners of all other Lots within the subdivision, that no Owner or resident of any Lot shall engage in picketing, protest marches, sit-in demonstrations, protest speeches or other forms of public protest, including without limitation, displaying signs or placards within public view, upon any Lot or within any Common Area, easement or street right-of way adjacent to any Lot, or affixed to any vehicle or apparatus upon or adjacent to any Lot. This prohibition shall not affect the right of any person to participate in any other form of public protest conducted outside the area depicted on the recorded subdivision Plat. No Owner or resident of any Lot shall engage in conduct that tends to vilify, ridicule, denigrate, or impugn the character of any other Owner or resident if such conduct occurs on any Lot, Common Area easement or street depicted on the subdivision Plat.

#### Section 10.2 Acceptance of Prohibitions

Each Owner, by acceptance of the deed to any Lot, shall be deemed to have accepted the foregoing prohibitions as reasonable limitations on his or her constitutional right of free speech and to recognize and agree that all Owners have the right to the peaceful enjoyment of their property; the right of privacy; the right to practice their own religion; the freedom of association; the right to engage in a profession, business or life-style of their own choosing provided that the conduct of such profession, business or life-style is not illegal and does not otherwise violate any provision of this Declaration.

## ARTICLE XI - RESERVED

## ARTICLE XII - ANNEXATION

### Section 12.1 Annexation by Declarant

At any time during the initial term of this Declaration, the Declarant may, at its sole option, annex additional property into the Association to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant. Declarant currently anticipates that there will be a total of one hundred eight (108) Lots in the subdivision, including the Lots shown on the Plat, and Lots expected to be created in property to be annexed to the subdivision, but this number may be increased at the sole discretion of Declarant if Declarant elects to annex additional property to the subdivision.

#### A. Eligible Property

Any or all of certain real property in the City of Woodburn adjacent to or contiguous with the Property.

#### B. Consent or Joinder Not Required

No consent or joinder of any Class A member or other party except the record owner of the land being annexed shall be necessary to effect any annexation made pursuant to this Section.

#### C. Declaration of Annexation

Annexation shall be evidenced by a written Declaration of Annexation executed by Declarant setting forth the legal description of the property being annexed and the restrictive covenants to be applied to such annexed property.

#### D. FHA/VA Approval

So long as there is Class B membership, Declarant shall submit a written request for approval of any annexation under this Section to the Federal Housing Administration ("FHA") and the Veterans Administration ("VA") accompanied by a copy of the Declaration of Annexation. If neither FHA nor VA notifies Declarant of objections to the annexation within fifteen (15) days of the date of Declarant's request for approval, such approval shall be deemed to have been granted.

### Section 12.2 Annexation by Action of Members

At any time the Board of Directors may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same extent as if originally included herein. No such annexation shall be effective unless approved by at least seventy five (75) percent of the outstanding votes, and by FHA and VA as set forth in Subsection 12.1(D) above. Any property that is contiguous to existing property subject to this Declaration may be annexed hereto according to the foregoing requirements, provided however, that no such annexation shall be effective without the consent and joinder of the owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation as set forth in Subsection 12.1(C) above executed by the parties herein described.

### Section 12.3 No Duty to Annex

Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any member to annex any property into the Association and no owner of property excluded from the Association shall have any right to have such property annexed thereto.

## **ARTICLE XIII - GENERAL**

### Section 13.1 Remedies

If any default by any Owner under the provisions of the Declaration, Bylaws or rules and regulations of the Association shall occur, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law but, with reference to any Lots financed by FHA insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property

upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

### Section 13.2 Fines Imposed by the Association

In addition to any other remedies available to the Association hereunder, the Association shall have the right to impose reasonable fines upon an Owner who violates the Declaration, Bylaws, Rules, or regulations of the Association, in the manner and amount the Board deems appropriate in relation to the violation.

### Section 13.3 Term and Amendments

The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless a signed petition containing the signatures of at least seventy five (75) percent of the votes outstanding is presented to the Directors or other duly appointed and authorized persons, which shall authorize the Directors, or other duly appointed and authorized persons, to execute and properly record a notice of termination of this Declaration in the Deed Records of Marion County, Oregon. This Declaration may be amended at any time during the first thirty (30) year period or any extension thereof, by a signed petition containing the signatures of at least seventy five (75) percent of the votes outstanding, and the consent of the Declarant so long as the Declarant owns a Lot, being presented to the Board of Directors, or other duly appointed and authorized persons, which shall authorize the Board of Directors, or other duly appointed and authorized persons, to execute and properly record an instrument amending this Declaration. Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone, modify, amend or repeal this Declaration at any time before the closing of the sale on the first Lot, provided said amendment, modification, or repeal is in writing and properly recorded in the Deed Records of Marion County, Oregon. Declarant further reserves, the right at any time to amend this Declaration, or any amendment thereto, in order to correct scrivener's errors. Amendments shall be subject to prior approval of FHA and VA in accordance with the procedure as described in Section 12.1 (D), for so long as there is Class B membership in the Association.

### Section 13.4 Severability

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

### Section 13.5 Rights and Obligations

The provisions of this Declaration and the Articles of Incorporation and Bylaws and the rights and obligations established thereby shall be deemed to be covenants running with the land

and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation and Bylaws, whether or not mention thereof is made in said deed.

#### Section 13.6 Miscellaneous Provisions

Any provision of the within Declaration or of the Articles of Incorporation and Bylaws to the contrary notwithstanding, the following provisions shall control:

a. The following actions will require notice to all institutional holders of first mortgage liens: i) abandonment or termination of the Association; or ii) material amendment to the Declaration.

b. Upon the request of any first mortgagee of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under the within Declaration or the Bylaws or Association rules or regulations which is not cured within thirty (30) days. Any first mortgagee of a dwelling who comes into possession of the said dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued before the time such holder comes into possession of the dwelling.

c. Unless at least seventy five (75) percent of the first mortgagees (based upon one vote for each mortgage) have given their prior written approval, neither the Association nor the Owners shall be entitled to:

i) by act or omission seek to abandon, partition, encumber, or transfer the Common Areas, if any, or any portion thereof or interest therein except for the purpose of dedication for public right of way. (The granting of easements for public utilities or other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause.);

ii) substantially change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner by the Association;

iii) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of the dwellings or maintenance of the dwellings or Lots;

iv) fail to maintain liability and extended coverage insurance on insurable property comprising a part of the Common Areas on a current replacement cost basis in an amount not less than one hundred (100) percent of the insurable value (based on current replacement costs).

d. Declarant may dedicate Tract "A" of Ironwood at Tukwila, being more particularly described on the Plat thereof, to the City of Woodburn, or any other park or open space authority, as park and/or open space. Owners are prohibited from disposing of refuse on dedicated tracts.

e. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

#### Section 13.7 Headings

The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

#### Section 13.8 Conflicts

If there is a conflict between the terms of this Declaration and any Bylaws, rules, regulations or Articles of Incorporation of the Association, this Declaration shall control.

#### Section 13.9 Partial Invalidity

The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunto affixed as of the day and year first above written.

**DECLARANT:**

**CENTEX HOMES, A NEVADA GENERAL  
PARTNERSHIP**

By: Centex Real Estate Corporation, a Nevada Corporation  
its Managing General Partner

By: 

Roy J. Priest,

Land Development Manager, Portland Division

STATE OF OREGON        }  
                                     }  
COUNTY OF CLACKAMAS }



The foregoing instrument was acknowledged before me the 26 day of September 1997, by Roy J. Priest, Land Development Manager, Portland Division of Centex Real Estate Corporation the managing general partner of Centex Homes, a Nevada general partnership on behalf of said corporation.

Heather Olsen  
Notary Public, State of Oregon  
My Commission Expires: 2/28/01

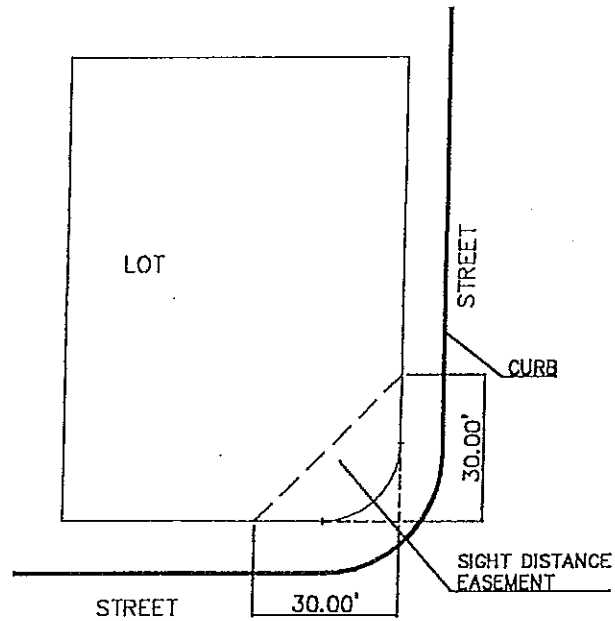


## **EXHIBIT "A"**

### **PROPERTY SUBJECT TO DECLARATION**

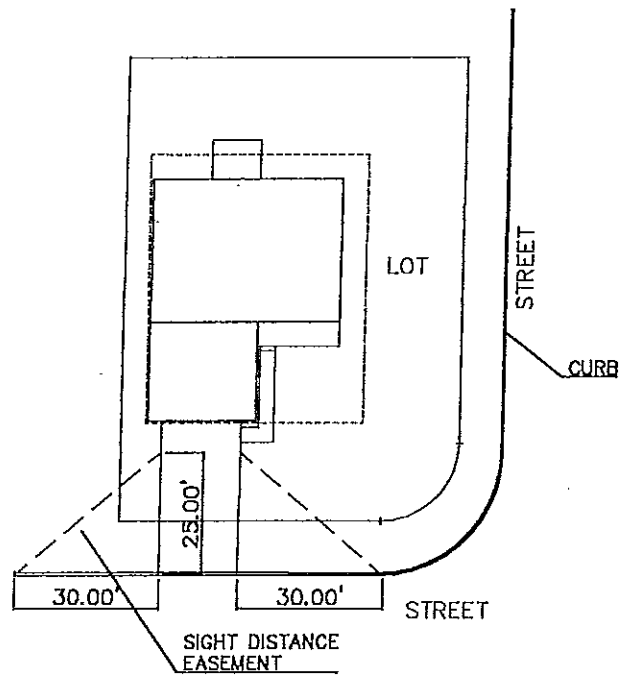
The property known as Ironwood at Tukwila, a duly recorded plat located in the City of Woodburn, Marion County, Oregon, according to the plat thereof recorded in Volume 42 at Pages 59 through 59 of the Plat Records of Marion County, Oregon, excepting therefrom Lots 72 and 73 as shown on said plat.

**EXHIBIT "B - 1"**



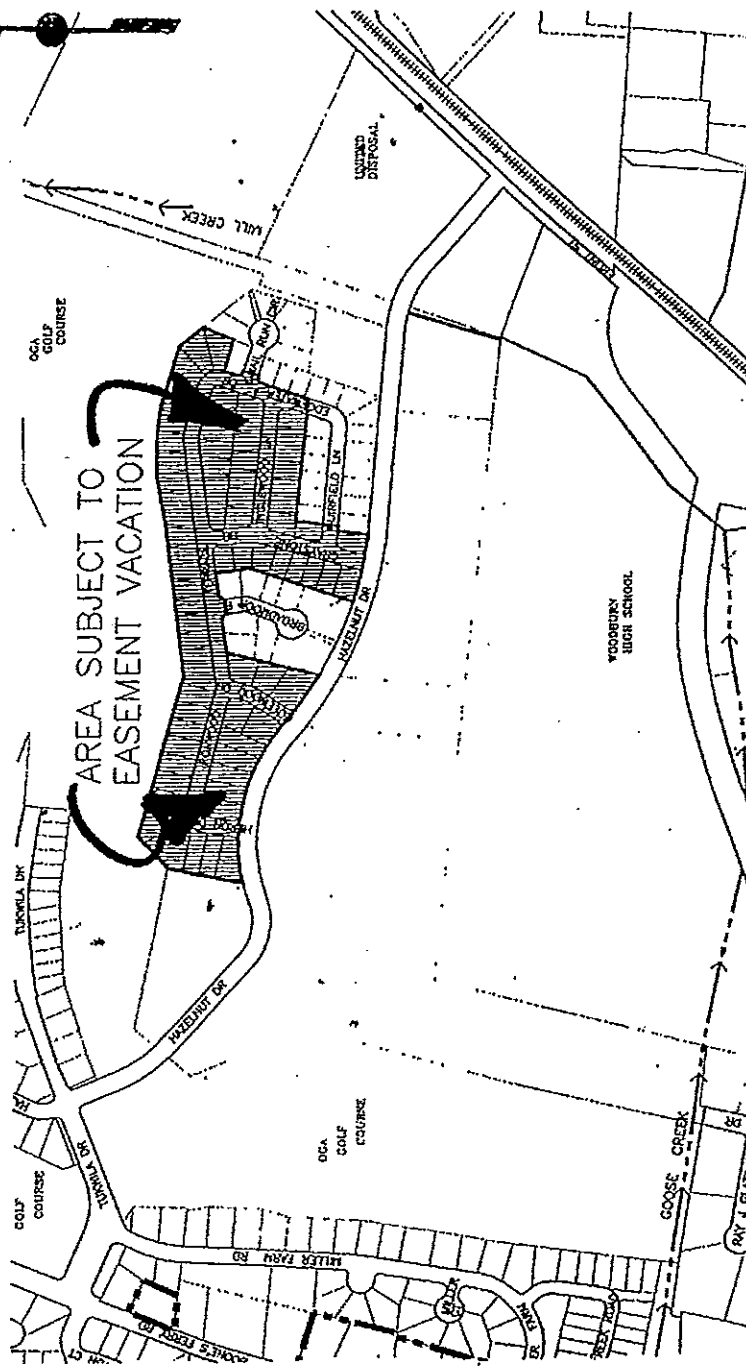
**TYPICAL SIGHT DISTANCE EASEMENT  
AT STREET INTERSECTIONS**

**EXHIBIT "B - 2"**



**TYPICAL SIGHT DISTANCE EASEMENT  
AT DRIVEWAY APPROACHES**

# EXHIBIT "A"



**REEL:1429**

**PAGE: 136**

**September 29, 1997 , 01:13P**

CONTROL #: 1429136

State of Oregon  
County of Marion

I hereby certify that the attached  
instrument was received and duly  
recorded by me in Marion County  
records:

FEE: \$205.00

ALAN H DAVIDSON  
COUNTY CLERK

