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LINDA DAWSON, COUNTY CLERK

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**COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WOODHAVEN ESTATES  
PHASE 5 – LOTS 203-263  
  
POLK COUNTY, OREGON**

THESE COVENANTS, CONDITIONS AND RESTRICTIONS are made by Beacon Homes, Inc., (hereafter the “Subdivider”) effective upon the date of recordation of this instrument.

**RECITALS**

- A. Subdivider is the owner of all of the real property described in this document, lots 166-202 Woodhaven Estates Phase 4 (hereafter the “Property”). Subdivider intends to improve and subdivide the real property, in phases. The entire development is hereinafter called the “Subdivision”.
- B. In order to provide for the orderly development of the property and provide for consistent development and construction within the subdivision, the Subdivider hereby adopts these covenants, conditions and restrictions to apply to all development and construction upon the property.
- C. Capital Development Company Eola, L.L.C. (C.D.C.E.) has previously recorded Covenants, Conditions and Restrictions for the property to be developed under the name Westwood Estates. On October 16, 1997, C.D.C.E. filed the “Covenants, Conditions and Restrictions for Westwood Estates, Polk County, Oregon” in Book 342, Page 1405, Reception Number 436301, Records of Polk County, Oregon. C.D.C.E wishes to amend the Covenants, Conditions and Restrictions for Westwood Estates, Polk County, Oregon were recorded on October 27, 1997 in Book 343, Page 0703, Reception Number 436768, Records of Polk County, Oregon. On or about November 1, 1997, Polk County Authorities denied C.D.C.E permission to use the name “Westwood Estates” for the Subdivision. C.D.C.E has filed these Covenants, Conditions and Restrictions as a replacement for the Covenants, Conditions and Restriction for Westwood Estates and Restated Covenants, Conditions and Restrictions for Westwood Estates.
- D. These Covenants, Conditions and Restrictions shall apply to lots 203-263, and recognize that the Covenants, Conditions and Restrictions recorded on November 13, 1997 are not applicable to lots 203-263.

Fidelity National Title 25494

**COVENANTS, CONDITIONS AND RESTRICTIONS**

1. **RECITALS:** The Recitals set forth above are incorporated herein by this reference.
2. **COVENANTS RUN WITH THE LAND:** All of the covenants, conditions and restrictions contained in this instrument shall run with the land and shall encompass lots 166-202 inclusive. No land, parcel, or lot upon the property shall be conveyed, except subject to all these covenants, conditions and restrictions. All of these covenants, conditions and restrictions are declared inserted by reference in any and all deeds to any part of the subdivision. These covenants, conditions and restrictions are for the benefit of the property owners of any other land within the subdivision.
3. **ARTCHITECTURAL CONTROL COMMITTEE:** There is hereby established an Architectural Control Committee ("ACC") for the subdivision. The ACC shall have the powers and duties as provided herein.

The members of the ACC shall be appointed and serve at the pleasure of the Subdivider until such time as the last home is built on the last lot in this Subdivision or such earlier time the Subdivider delegates his authority to appoint the members of the ACC to the homeowner's association established in the Subdivision. Determinations to be made by the ACC shall be final and may not be overturned by legal action except in the case of fraud, bad faith, or failure to exercise honest judgment was disregarded. The burden shall be on the party alleging such fraud, bad faith or failure to exercise honest judgment by clear and convincing evidence.

4. **PRIOR APPROVAL OF PLANS:** No owner of any land within the subdivision shall erect, place or alter any building or other structure in this Subdivision until the building plans, specifications, exterior design, color and plot plan have been approved in writing by ACC. The ACC review shall include, but not be limited to, review of eh size, conformity, value, location, and harmony of the external design with the existing structures in the subdivision, and as to the location of the building with respect to the topography and finished ground elevation.

The ACC shall have the right to require all applications for approval be submitted on forms to be provided by the Committee, or in a format which facilitates its review of proposed structures.

All plans or applications submitted to the ACC shall be deemed approved if the ACC does not advise the applicant of the objections within thirty (30) days following submission.

The ACC shall withhold consent for the construction of all manufactured housing in the Subdivision, including, but not limited to, mobile homes and modular homes.

5. **SIZE OF STRUCTURES:** All buildings within the Subdivision shall be single family residences or ancillary structures customarily constructed in conjunction with a single family residence. No multiple unit structures shall be built within the Subdivision without the prior written consent of the ACC. No duplexes shall be allowed without the approval of the ACC.

No dwelling house shall be commenced, erected or completed which occupies fewer square feet of livable floor area than is specified in the following table:

ONE STORY....a minimum of 1,300 square feet, plus a two car garage

TWO STORY....a minimum of 1,600 square feet, plus a two car garage

No dwelling house shall be commenced, erected or completed of which any portion, other than normal eaves or overhangs, is nearer to the street or sideline on which it most closely abuts, than is specified in the following table:

All setbacks are to comply as required by applicable government authority.

6. **EASEMENTS:** Easements for the installation and maintenance of utilities, drainage facilities, recreation facilities, and other facilities are reserved as shown on the plat of the Subdivision. Within these easements no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the purpose of the easement, or obstruct the flow of waters in any drainage channel or pipeline. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority may be responsible.
7. **BUILDING MATERIALS:** All building materials to be incorporated into and visible as a part of the external structures of any building or structure on the subdivision may be regulated by the ACC.

In particular, all roofing material for any building or structure shall be of wood (shake or shingle), tile, or 25-year or better composition architectural shake with ridge caps unless otherwise approved in writing by the ACC.

Ridgeglass and Dura Ridge are pre-approved ridge caps. Other ridge caps must be approved in writing by the ACC.

All siding materials shall be natural wood, brick or stone. If other man-made lap siding materials are used, the following design requirements are to apply unless otherwise approved in writing by the ACC.

- a. The material must be approved;
- b. The material must be nailed on 16 inch centers;
- c. A minimum of the ten percent (10%) of the front of all structures, excluding areas devoted to windows, entry doors and garage doors, shall have masonry finish. Masonry materials other than brick must be approved by the ACC. Notwithstanding this provision, if the residence is to be constructed with front porch amenities, the ACC may waive the requirement of masonry finishes.
- d. No T1-11 or other vertical plywood type siding will be applied.

All exterior finishes shall be approved in advance by the ACC. The ACC shall have fifteen (15) days following receipt of a color sample of all exterior finishes to grant approval.

The ACC may, from time to time, provide written guidance to owners concerning approved building materials and techniques. Such written guidance may include a list of pre-approved substitute materials for roofing and siding, together with the approved applications of those materials.

8. **LANDSCAPE, HEDGES AND FENCES:** All front and side yards must be completely landscaped within six (6) months of initial occupancy. All grounds and related structures shall be maintained in harmony with surrounding landscaping. No weeds, noxious plants, or unsightly vegetation shall be planted or allowed to grow.

No fence or hedge shall be erected, placed or permitted to remain on any lot unless approved by the ACC. Fences shall not exceed six (6) feet in height. Fences shall be well constructed of suitable materials and shall not detract from the appearance of the adjacent structures and buildings. Special fencing requirements may be required by the ACC on all lots contiguous to Gehlar Rd. NW.

No high output exterior lighting, including but not limited to mercury vapor and halide lights, shall be installed without prior approval of the ACC.

All walks and drives on any lot must be constructed of exposed aggregate concrete unless other materials are approved in advance by the ACC.

No tree over ten inches (10") in diameter shall be removed with the approval of the ACC.

9. **NO REZONING OR REDIVISION:** No property within the Subdivision may be rezoned or redivided, nor may a lot line or boundary line of a lot be altered, without the written consent of the ACC.
10. **NO ANIMALS:** No animals of any kind shall be raised, bred or kept in the Subdivision, except dogs or cats or other household pets may be kept so long as they are not bred, maintained or kept for commercial purposes. No animal of any kind, including dogs and cats, shall be allowed to interfere with the quiet enjoyment of the other residents in the Subdivision, or permitted untended upon the streets or upon premises of other occupants of the Subdivision.
11. **NO COMMERCIAL USE:** No property in the Subdivision shall be used for business or commercial purposes. No occupant of property within the Subdivision shall park, nor permit to be parked, any commercial vehicle such as log trucks, dump trucks, tractor trailer rigs, or any other vehicle except passenger automobiles (including pickups) upon property, including streets, in the Subdivision. No owner or occupant shall permit, initiate, or carry on any obnoxious or offensive activities within the Subdivision nor allow conditions on the lot or parcel owned or occupied to become a nuisance or annoyance to the neighborhood.

No commercial signs shall be erected on the property, except real estate sales signs of not more than five (5) square feet advertising property within the Subdivision for sale or rent.

12. **SCREENING:** Trash, garbage, and other waste shall not be kept except in sanitary containers, screened from public view. No lot shall be used as a dumping ground for trash, garbage, waste, or debris.

All heat pumps and condenser units (or other utilities and devices commonly placed out of doors) shall receive special consideration to provide visual screening and noise attenuation.

All boats, trailers, recreational vehicles, equipment, campers and the like must be parked off the streets of the Subdivision in a garage or on a concrete pad beside a garage built specifically for that purpose; this pad shall be screened from the view of the public.

Owners or occupants within the Subdivision shall not engage in nor continue uses which unreasonably interfere with use of other property within the Subdivision. The following activities shall conclusively be deemed to unreasonably interfere with other property in the Subdivision:

- a. construction and maintenance of radio transmission and reception towers and antenna; and
  - b. construction and maintenance of exterior radio and television antennae and other receptors (satellite dish type antennae larger than 24 inches in diameter must be screened from view of other homes in the Subdivision).
13. **COMPLETION OF IMPROVEMENTS:** All structures (including flat work and landscaping) constructed within the Subdivision shall be erected and completed within one year after the commencement of construction. All remodeling, reconstruction, or enhancement of structures shall be completed within one year of the commencement of construction. Commencement of construction shall be deemed to be the date upon which a building permit was first issued for the construction, or, if no building permit was obtained, the date on which lot clearing, demolition or remodeling commenced.
14. **RIGHT OF ENTRY:** The Subdivider or any member of the ACC may at any reasonable time during the construction phase enter upon any unit within Woodhaven for the purpose of determining whether or not the use of such unit or improvement thereon is in compliance with the Covenants, Conditions and Restrictions of Woodhaven. This right of entry shall cease upon issuance of occupancy permits.
15. **WOODHAVEN HOMEOWNERS' ASSOCIATION:** Until the Woodhaven Homeowners' Association is formed, the Subdivider shall perform all functions assigned to the Association.

Subdivider expects to delegate from time to time to an association representing all unit owners within Woodhaven responsibilities which the Subdivider has assumed pursuant to these Covenants, Conditions and Restrictions and will eventually delegate to the association all of his responsibilities to the end that the association shall take over all duties of the Subdivider. In order to facilitate the accomplishment of such purposes the Subdivider shall organize an association to represent the owners of all the property within Woodhaven not later than January 1, 2005.

Subdivider shall have the right to organize the association on such basis as shall appear to Subdivider to be most advantageous to the unit owners of Woodhaven at the time of organization subject, however, to the following conditions:

- a. The association shall be incorporated as a nonprofit corporation under the general nonprofit corporation laws of the State of Oregon;
- b. The articles of incorporation of the association shall provide, for its perpetual existence, but in the event the association shall at any time be dissolved, whether inadvertently or deliberately, it shall immediately be succeeded by an unincorporated association of the same name. In that event all of the power, and obligations of the incorporated association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, which vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible any such successor unincorporated association shall be governed by the articles of incorporation and bylaws of the incorporated

association as if they had been made to constitute the governing documents of the unincorporated association;

- c. The articles of incorporation of the association shall provide that each unit owner shall be a member of the association with one vote for each unit owned by him. The articles shall provide that representation of each unit owner through membership in the association shall commence, exist and continue simply by virtue of ownership of a unit, shall expire automatically upon termination of such ownership and need not be confirmed or evidenced by any certificate or acceptance of membership;
- d. The articles of incorporation shall provide that the association will at any time and from time to time accept the responsibilities of the Subdivider contained in these Covenants, Conditions, and Restrictions which Subdivider may delegate to the association, provided that Subdivider shall provide funds from the maintenance fund to the association necessary to enable it to carry out the responsibilities which it assumes. Also, the articles of incorporation shall provide that the association will accept title to the private ways and common areas within Woodhaven at such time as Subdivider may elect to convey the same to the association;
- e. The articles of incorporation of the association shall provide that the association shall exercise and perform all of the following Powers and obligations:
  - i. The powers and obligations delegated, conveyed or otherwise assigned to the association by Subdivider;
  - ii. The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Oregon; and
  - iii. Any additional or different Powers and obligations necessary or desirable for the purpose of carrying out the functions of the association pursuant to these covenants, conditions, and restrictions, or otherwise promoting the general benefit of unit owners within Woodhaven.
- f. The articles of incorporation of the association shall be subject to amendment as provided in the Oregon nonprofit corporation law and the bylaws of the association and shall be subject to amendment by the board of directors of the association.

Neither the association nor any officer or director thereof shall be liable to any unit owner or to Subdivider for any damage, loss or prejudice suffered or claimed account of any action or failure to act of the association, provided only that the association, in accordance with actual knowledge possessed by it, has acted in good faith.

Nether the Subdivider nor any officer or director thereof shall be liable to any unit owner or to the association for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the subdivider, provided only that the subdivider, in accordance with actual knowledge possessed by it, has acted in good faith. The subdivider shall have no further

liability for any matter related to the Subdivision from and after transfer of all powers to the Homeowners' Association.

All rights, powers and privileges reserved to the Subdivider may be transferred to the Homeowners' Association, which shall thereafter exercise such rights, powers and privileges as though it was the Subdivider.

16. **Right of Assessment:** Assessments may be levied against each lot in the Subdivision to be used exclusively to promote the recreation, health, safety and welfare of the owners and occupants of the Subdivision, to provide for the acquisition, operation and maintenance of common areas to be used for such purposes, and to provide for the organization and operation of the Homeowner's Association. Common areas shall include, but not limited to, recreation facilities and the fenced and landscaped areas at the entrance to the Subdivision and along Gehlar Rd. NW. Assessments shall be uniform against all developed lots within the Subdivision. Undeveloped lots (those not yet fully platted and for which streets, sewers and utilities are not complete) shall not be assessed. The initial assessment, payable to the Subdivider, shall be \$100.00 per improved lot on an annual basis, 50 percent of which shall be reserved for acquisition and 50 percent of which shall be designated for maintenance and replacement reserves for equipment in the Subdivision. Special assessments may be made in the event of an emergency.

The acquisition assessment, to be paid to the Subdivider, shall be for the acquisition of land from Subdivider for the construction and operation of recreational facilities. The assessment shall continue for a period of ten years, regardless of the responsibility that has been delegated to the Homeowner's Association. At the end of the ten-year period, Subdivider shall convey to the Homeowner's Association title to the recreational facilities including the land on which such facilities are constructed subject to easements, conditions and restrictions of record.

Each owner of a lot in the Subdivision against which an assessment may be levied covenants to pay the assessment as provided herein. The assessments collected shall be held in trust for and on behalf of the owners and shall be used exclusively for the acquisition, operation, care and maintenance of common areas within the Subdivision and for operation of the Association. Until the Association is established, all payments shall be collected by the Subdivider. Upon the sale or transfer of any lot, the Owner's interest in the funds previously collected and unexpended shall be deemed to automatically transfer to the successor in interest of such owners. No offsets against any assessment shall be permitted for any reason, including, without limitation, and claim the Association or Subdivider is not properly discharging its duties.

Assessments shall be levied against all lots whether or not the lot has been improved with a substantially completed residence or other structure. Assessments for all newly created lots shall commence on the first day of the month immediately following final approval of installation of the streets, sewers and utilities, provided, however, that Subdivider shall be exempt from paying assessments on all unimproved lots owned by it.

Annual assessments shall be established for each calendar year when the budget for that calendar year has been established. Unless otherwise established by the Association or Subdivider, the assessment shall be paid annually on a payment date to be determined by the

Subdivider or majority vote of the Board of Directors of the Association. Only lots existing on the assessment due date shall be obligated to pay an assessment for that year. The budget shall be made available to all lot owners and shall separately account for current operations, acquisition, and reserve accounts. Special assessments shall be allowed for emergencies, including but not limited to correction of a deficit in the Current Operating Account, make replacements or repairs to the common areas if there are not sufficient funds in the Reserve Account, or acquisition of capital items if the acquisition is approved by a majority vote of the lot owners.

All funds received on account of the assessments shall be deposited into at least two separate accounts with a depository institution which shall be clearly designated as (1) the Current Operating Account and (2) the Reserve Account. All funds collected for current maintenance and operations shall be deposited in the Current Operations Account. All funds collected for reserves for replacement and deferred maintenance on capital improvements shall be deposited in the Reserve Account.

The Reserve Account shall be used solely to pay those costs that are attributable to the maintenance, repair or replacement of capital improvements for which reserves have been collected and held. No funds collected and placed in the Reserve Account shall be used for ordinary maintenance and operations. All ordinary maintenance and operations shall be paid from the current account.

Subdivider intends to improve certain lots with recreational equipment and facilities. Subdivider shall expend at least \$55,000 on such improvements. A part of the annual assessment provided for herein shall be used to pay Subdivider for the cost of such improvements.

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

At any time any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is delinquent, the Association, by and through its Board or any management agent, may file a notice of lien in the deed records of Polk County, Oregon against the Lot in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorneys' fees (whether or not suit or action is instituted) and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time, but not later than six (6) years after the latest lienable charge has been imposed. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, any first mortgage, deed of trust or land sale contract recorded previously to the Association's notice of lien and any mortgage or deed of trust granted to an institutional lender which is recorded previously to the Association's notice of lien.



The Board in its reasonable discretion may from time to time adopt resolutions to set the rate of interest, and to impose late fees, fines and penalties on delinquent assessments or for violations of the provisions of this Declaration, the Bylaws, any Rules and Regulations, and any rules and regulations adopted by the ACC. The adoption of such impositions shall be communicated to all Owners in writing not less than thirty (30) days before the effective date by a notice mailed to the assessment billing address of such Owners. Such impositions shall be considered assessments which are lienable and collectible in the same manner as any other assessments. Provided, however, no fine or penalty for violation of this Declaration, the Bylaws or any Rules or Regulations (other than late fees, fines or interest arising from an Owner's failure to pay regular or special assessments) may be imposed against an Owner or his Lot until such Owner is given an opportunity for a hearing as provided in Section 4.22.

In the event an Owner is delinquent in payment of any assessment or installment on any assessment, the Association, upon not less than ten (10) days' written notice to the Owner, may accelerate the due date of the full annual assessment for that fiscal year and all future installments of any special assessments.

In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting Owner for the use of his Lot or shall be entitled to the appointment of a Receiver. Any default by the Owner in any provisions of the Declaration or Bylaws shall be deemed to be a default by the Owner of any mortgage to which the Owner is a party or to which the Lot is subject.

## **17. MISCELLANEOUS PROVISIONS**

- a. Amendment and repeal. With the consent of the Subdivider of Woodhaven any provision of these Covenants, Conditions and Restrictions of Woodhaven may at any time be amended or repealed or provisions may be added by the following method:

Unit owners owning 75 percent of the units may consent in writing to the amendment or repeal of a provision or to the addition of a new provision.

For the purposes of this section on Amendment and Repeal, the Subdivider shall be deemed the "unit owner" of each lot, developed or undeveloped, shown on the recorded plat, which the Subdivider owns.

Any amendment or repeal of a provision of the Covenant, Conditions and Restrictions of Woodhaven Estates Phase 4 or additional provision shall become effective only upon the filing in the records of deeds of Polk County, Oregon, of a certificate of the president, secretary or assistant secretary of the Subdivider of Woodhaven setting forth in full the amendment, amendments, additional provision or repeal approved as provided in this section and certifying that said amendment, amendments, additional provision or repeal have been approved in the manner required herein.

The Subdivider may amend these Covenants, Conditions and Restrictions in order to comply with the requirements of the Federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any other state in which the Lots are marketed and sold, or any corporation wholly owned, directly or indirectly, by the United States or the

State of Oregon, or such other state, the approval of which entity is required in order for it to insure, guarantee or provide financing in connection with development of the Property and sale of Lots. No such amendment shall require notice to or approval by any Owner.

- b. Joint owners. In any case in which two or more persons share the ownership of any unit, regardless of the form of ownership, the responsibility of such persons to comply with the provisions of the Covenants, Conditions and Restrictions of Woodhaven Estates Phase 4 shall be a joint and several responsibility. The act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest provided, however, that in the event that such persons disagree among themselves as to the manner in which any vote or right of consent held by the shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Subdivider or Homeowners' Association, as the case may be, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.
- c. Election by the Subdivider of Woodhaven Estates Phase 4 to pursue any remedy provided for the violation of any provision of the Covenants, Conditions and Restrictions of Woodhaven Estates Phase 4 shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder or which is permitted by law. The remedies provided in the Covenants, Conditions and Restrictions of Woodhaven Estates Phase 4 are not intended to be exclusive but shall be in addition to all other remedies, including actions for damages or suits for injunctions or for specific performance available under applicable law.
- d. Constructions; severability; number; captions. The Covenants, Conditions and Restrictions of Woodhaven Estates Phase 4 shall be construed as an entire document to accomplish the purposes stated in the introductory paragraphs of the Covenants, Conditions and Restrictions. Nevertheless, each provision of the Covenants, Conditions and Restrictions of Woodhaven Estates Phase 4 shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

As used herein the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience or reference and shall in no way limit any of the provisions of the Covenants, Conditions and Restrictions of Woodhaven Estates Phase 4.

- e. Notices. Any notice permitted or required by the Covenants, Conditions and Restrictions may be delivered either personally or by mail. Delivery by mail shall be deemed to have been accomplished 24 hours after the notice has been deposited as certified or registered mail in the United States mail, with postage prepaid, addressed as follows:

1. If to the ACC or the Subdivider of Woodhaven Estates Phase 4

BEACON HOMES INC.  
9120 SW PIONEER CT  
SUITE E

WILSONVILLE, OR 97070


- 2. If to a unit owner, at the address given by him at the time of his purchase of a unit or at the address of his unit within Woodhaven Estates Phase 4, at the option of the person giving the notice.

The address of any person may be changed by him at any time by notice in writing delivered as provided herein.

- f. These covenants run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2015, at which time these covenants, conditions and restrictions shall be automatically extended for successive ten-year periods, unless by a vote of the majority of the owners of the lots or parcels, it is agreed in writing to change or revoke these covenants, conditions and restrictions in whole or in part. If at any time these covenants, conditions and restrictions are revoked or changed, the obligation to pay the assessments due to the Homeowner's Association can't be revoked, waived, or discharged. The fees necessary for the maintenance and improvement of the common tracts and recreational facilities that are cited in paragraph sixteen of this document shall be funded by the lot owners as outlined above.

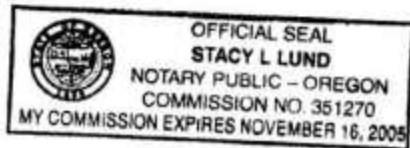
**IN WITNESS WHEREOF** the Subdivider has signed this instrument and arranged for its recordation in the real property records of Polk County, Oregon.

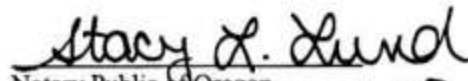
Beacon Homes, Inc.

By:   
 Peter A. Kusyk, President

STATE OF OREGON            )  
   ) ss.  
 County of Marion        )

The foregoing instrument was acknowledged to before me this 17th day of JULY, 2002, by Peter A. Kuysk as President of Beacon Homes, Inc.



  
 Notary Public of Oregon  
 My commission expires: 11-16-05