

DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS

HERITAGE PARK

THIS DECLARATION, made this 29 day of December, 1995, by HIDDEN CREEK PROPERTIES, a joint venture consisting of JVR, INC., an Oregon corporation, doing business as REIMANN ASSOCIATES and FRED AND DAVE SMITH, INC., an Oregon corporation, doing business as SACO, hereinafter referred to as the Developer.

Developer has recorded the plat of Heritage Park-Phase I in the plat records of Marion County, Oregon. Developer desires to subject the property described in such plat, together with any properties which may be annexed to this Declaration pursuant to Section 20 hereinbelow to the Covenants, Conditions and Restrictions set forth herein for the benefit of such properties and their present and subsequent owners.

NOW, THEREFORE, Developer hereby declares that the property described in the plat of Heritage Park-Phase I, together with such other properties as may be annexed to this Declaration pursuant to Section 20 hereinbelow, shall be held, sold and conveyed subject to the following Covenants, Conditions and Restrictions, which shall run with such properties and shall be binding upon all parties having or acquiring any right, title or interest in such properties or any part thereof, and shall inure to the benefit of each owner thereof.

1. ARCHITECTURAL CONTROL BOARD.

A. Creation of Board. For the purpose of further insuring the observation of and compliance with the Standards of Development of the lands which are subjected to this Declaration, there is hereby created an Architectural Control Board to perform the functions described in this Declaration.

B. Membership of Board. For so long as the Developer or Developer's successor in interest as developer of the subdivision, owns any lot or lots within the subdivision, three representatives of the Developer shall be the members of the Board. Upon the sale or other transfer by the Developer or the Developer's successor in interest of the last lot within the subdivision, the Developer or successor in interest shall select three persons from among the owners of the lots in the subdivision to succeed the representatives of the Developer or successor in interest as the Board, and the persons so selected shall serve as the Board until their successors are duly elected. Board members selected by the Declarant or successor in interest, and all subsequent Board members, shall serve terms of three years each, and may be reelected without limitation. Election shall be by the owners of the lots within the subdivision, voting in person or by proxy, with one vote to be cast by the owner or owners of each lot within the subdivision.

*Return To: ✓
Reimann Associates
5109 River Rd. NE
Keizer, OR 97103*

SHERMAN, SHEPARD & MURCH
LAWFIRM
687 Court Street N.E. / Post Office Box 2247
SALEM, OREGON 97308-2247
503/364-2281 FAX # (503) 370-4308

C. Function of Board. Each member of the Board shall have one vote on all matters coming before the Board, and all such matters shall be decided on a simple majority of the members. The Board shall select from its members a chairman, who shall reside over the meetings of the Board; and may select such other officers as it deems appropriate.

D. Powers of Board. By these presents, the Board, acting upon majority vote, is hereby empowered and authorized to:

i. Review and approve or deny any request or application for approval submitted to it pursuant to any section or provision of this Declaration, as the same may hereafter may be amended or supplemented;

ii. Take notice of any violation of any covenant and restriction contained in this Declaration, as the same may be amended or supplemented, and advise any lot owner or other occupant or person in possession of any lot thereof;

iii. Initiate and prosecute any action or other proceeding at law or in equity to enforce any covenant or restriction set forth in this Declaration, as the same may be amended or supplemented.

2. USE OF LOTS. All lots in the subdivision shall be used for a single family residence only. No manufactured, mobile or modular type homes will be allowed in the subdivision.

3. APPROVAL OF PLANS. Whether or not provision therefor is specifically stated in any conveyance of a lot, the owner or occupant of each lot by acceptance of title or taking possession thereof, agrees that no building, wall or other structure shall be placed upon such lot until the plan, specification, design, landscaping and plot plan have been approved in writing by the Architectural Control Board. Each structure of any kind shall be placed on the premises only in accordance with the plans, specifications and plot plan so approved. Refusal or approval of plans and specifications may be based on any ground including aesthetic grounds which in the sole discretion of the Board shall seem sufficient. No alteration in the exterior appearance of buildings or structures shall be made without like approval. If the Board fails to approve or disapprove the plans within 30 days after written request therefor, then such approval shall not be required provided that no building or other structure shall be erected which violates any of the covenants herein contained.

4. DRIVEWAYS, FENCES, WALKS AND LANDSCAPING. Driveways shall be of concrete slab construction only. It is recommended that the drive surface be finished with a broom finish or exposed aggregate. All special artistic effects are subject to approval. Not more than seventy percent (70%) of any lot shall be covered with an impervious material; impervious materials include all structures, decks, patios, pools, driveways and the like. All fences shall be constructed principally of wood or masonry to maintain the aesthetic quality of the community. Fences shall be of a design approved by the Board. Fences shall not be

higher than six (6) feet above ground level and shall not extend forward of the front level of the Living Unit. Each owner shall construct a concrete sidewalk on street frontages of said lot according to the City of Woodburn's code. Each residence shall include landscaping which shall be completed within 6 months of occupancy.

5. GARAGES. Except as provided in this section, each single family residence shall include an attached garage as an integral part of the residence, designed to enclose a minimum of two and maximum of three motor vehicles. Unattached garages shall be subject to the prior approval of the Architectural Control Board.

6. DECKS AND PATIOS. All covers for decks and patios must be of complimentary design and be constructed of the same material as the Living Unit.

7. EXTERIOR SIDING AND COLOR. All exterior siding on the front elevation of each residence shall be of brick, cedar, redwood or other approved wood in a tongue and groove, lap siding or an approved hardboard lap siding. Other siding materials will be judged on their merit after review of samples. Semi-transparent or solid stains in earth-tone colors are acceptable. All other exterior colors must be approved by the Board. Owners may repaint with an approved color without further approval from the Board.

8. ROOF MATERIAL. All roofs shall be of wood shingle, wood shake, tile, 25 year minimum architectural composition or other materials approved by the Board. Such other materials will be judged on their merit by the Board after review of samples. A minimum five in twelve pitch shall be required.

9. ANIMALS. No animals of any kind shall be kept on any lot except household pets, provided that they are not bred or kept for any commercial purposes. No household pet shall be allowed to interfere with the quiet enjoyment of other residents of the tract, nor shall any household pet be permitted to run at large.

10. STORAGE OR ACCESSORY BUILDINGS. Storage or accessory buildings (such as dog houses, tool sheds, firewood, garbage, barbecue type buildings or enclosures), nonportable pools, and nonportable or affixed outdoor furniture such as swings, backstops, picnic tables, barbecues, arbors, jungle gyms, hot tubs, etc., shall be reasonably screened from public and neighboring view. The type and location of all such structures, pools and furniture is subject to approval by the Board. Basketball hoops will be permitted, provided that they do not interfere with the neighbor's property and the design and location are approved by the Architectural Control Board.

11. OUTSIDE RECEPTORS. Permanent flag poles, exterior radio and television antennae or other receptors shall not be permitted.

12. HEAT PUMPS AND AIR-CONDITIONERS. Placement of heat pump and condenser units shall receive special consideration to provide visual screening and noise attenuation to the neighboring Living Units and areas. Use of solar heating systems is acceptable providing that, in the opinion of the Board, the panels or collectors are integrated into the structure with regard to the overall appearance and design.

SHERMAN, SHERMAN & MURCH

LAWYERS

687 Court Street N.E. / Post Office Box 2247

Salem, Oregon 97308-2247

503/384-2281 FAX # (503) 370-4308

SHERMAN, SHERMAN & MURDER
LAWYERS
687 Colurt Street N.E. / Post Office Box 1247
SALMA, Oregon 97308-2247
503/464-2281 FAX # (503) 370-4308

13. COMPLETION RULE, MINIMUM REQUIREMENTS. Design consideration shall be given to maintain a compatibility to the natural setting without dominating the surrounding Living Units and area. No such Living Unit shall exceed the lesser of two and one-half stories or 35 feet in height. Minimum size for a Living Unit, excluding garage, shall be as follows: (a) single family detached Living Units (one story): 1,070 square feet and (b) single family detached Living Units (two story): 1,200 square feet. Any residence or other structure constructed on a lot shall be completed within one year after commencement.

14. MAILBOXES AND NEWSPAPER RECEPTACLES. Mailboxes and newspaper receptacles shall be of the standard design initially approved by the Board. All replacements shall be of the same design.

15. TRUCKS AND RECREATIONAL VEHICLES. No trucks (except pickups without campers), campers, motorhomes, trailers, boats, motorcycles or similar recreational vehicle shall be parked on a Lot or street other than temporarily (in no case in excess of 24 hours) and then solely for the purposes of loading or unloading or a service call provided, however, that such vehicle may be kept within an Owner's enclosed garage or designated screened area approved in writing by the Board. No vehicles of any kind shall be parked on any portion of the Lot or street while such vehicles are in a state of disrepair or while being repaired.

16. SIGNS. No signs shall be erected or displayed on any Lot, Living Unit or street right of way without the prior written permission of the Board; provided such permission shall not be required for one sign no larger than six inches by 24 inches displaying the name and/or address of the occupant, or one temporary sign no larger than 18 inches by 24 inches advertising the Lot or Living Unit for sale or rent, which shall be removed upon sale or rental of the Lot or Living Unit.

17. COMMERCIAL ACTIVITY. No business or commercial activities of any kind shall be carried on in any Living Unit or on any other portion of the property except activities relating to the sale, construction or rental of Lots or Living Units. This provision, however, shall not be construed so as to prohibit an Owner from maintaining their professional personal library, keeping records and other things incidental to a business or profession conducted elsewhere.

18. NUISANCES. No weeds, underbrush, high grass or other unsightly growth shall be permitted to grow or remain upon the premises and no refuse pile or unsightly objects shall be placed or suffered to remain anywhere thereon. In event any owner fails to comply herewith, the Board may enter upon such lands and remove any such weeds, underbrush and objects at the expense of the owner and such entry shall not be deemed as trespass. In event of such removal, a lien will be created in favor of the Board against such lot for the full amount chargeable, which amount, together with interest thereon at the rate of 12 percent per annum from the date the cost is incurred, shall be due and payable within 30 days after the owner is billed.

19. BUILDING CODES. Compliance with building codes and other requirements established by the applicable governmental authorities are the responsibility of each owner and the Board has no responsibility for the structural integrity, safety or operation of any improvements or structures.

20. ANNEXATION OF ADDITIONAL PROPERTY. Developer may from time to time and in its sole discretion annex to this Declaration any adjacent real property now or hereafter acquired by it, and may also from time to time and its sole discretion permit other holders of adjacent real property to annex the adjacent real property owned by them to this Declaration. The annexation of such adjacent real property shall be accomplished as follows:

A. The owner or owners of such real property shall record a Declaration which shall be executed by or bear the approval of Declarant and shall among other things describe the real property to be annexed, establish any additional limitations, uses, restrictions, covenants and conditions which are intended to be applicable to such property, and declare that such is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

B. The property included in any such annexation shall thereby become a part of this Declaration, and the Developer and the Architectural Control Board shall have and shall accept and exercise administration of this Declaration with respect to such property.

C. Notwithstanding any provision apparently to the contrary, a declaration with respect to any annexed property may:

i. Establish such new land classifications and such limitations, uses, restrictions, covenants and conditions with respect thereto as Developer may deem to be appropriate for the development of the annexed property; and

ii. With respect to existing land classifications, establish additional or different limitations, uses, restrictions, covenants and conditions with respect thereto as Developer may deem to be appropriate for the development of such annexed property.

D. There is no limitation on the number of lots or dwelling units which Developer may create or annex to this Declaration, except as may be established by applicable ordinances of the City of Woodburn. Similarly, there is no limitation on the right of Developer to annex common property, except as may be established by the City of Woodburn.

E. Upon annexation, additional lots so annexed so be entitled to voting rights as set forth in Section 1 of this Declaration.

SHERIDAN, ARMAN & MURPHY
LAWYERS
687 Court Street N.E. / Post Office Box 2247
SALINA, OREGON 97389-2247
503/344-2281 FAX # (503) 370-4308

21. REMEDIES FOR VIOLATIONS; RECOVERY OF COSTS AND EXPENSES.

For a violation or a breach of any of the Reservations and Restrictive Covenants by any person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Developer, the lot owners or any of them severally shall have the right to proceed in law or equity to recover damages for the breach hereof or to compel compliance with the terms hereof, or to prevent the violation or breach of any of the Reservations and Restrictive Covenants, or to seek any combination of such remedies. In addition to the foregoing, whenever there shall be built on any lot any structure which is in violation of any Reservation or Restrictive Covenant set forth herein, the Board shall have the right to cause its authorized representative to go upon the lot in question and to summarily abate or remove the offending structure at the expense of the owner. Any such entry and abatement shall not be deemed a trespass. The failure to enforce any of the Reservations or Restrictive Covenants with respect to any other or previous violation or alleged violation shall not bar their enforcement with respect to any subsequent violation. The invalidation of any one or more of the Reservations or Restrictive Covenants by any court of competent jurisdiction shall in no way affect any of the other Reservations or Restrictive Covenants, but they shall remain in full force and effect.

In the event the Board incurs any costs or expenses (including but not limited to attorney's fees) in seeking to enforce these Reservations and Restrictive Covenants, whether or not litigation or other proceedings are commenced, the Board shall be entitled to recover all such costs and expenses incurred by it in connection with its efforts to enforce these Reservations and Restrictive Covenants. In addition, in the event the Board or one or more lot owners commence any litigation or other proceeding against a lot owner alleged to have violated these Reservations and Restrictive Covenants, for the purpose of enforcing the same against said lot owner, or in the event the Board or any other lot owners are named in an action or other proceeding brought by a lot owner and pertaining to these Reservations and Restrictive Covenants, the prevailing party or parties in such action or proceedings shall be entitled to recover from the party or parties not prevailing therein all costs and expenses incurred by the prevailing party in such action or proceeding, including but not limited to reasonable attorney's fees incurred at trial and upon any appeal.

Any costs or expenses which the Board or one or more lot owners shall be entitled to recover against a lot owner under this section shall, if not paid within 10 days following demand therefor, be a lien against the lot or lots belonging to the owner whose actions were alleged or determined to be in violation of these Reservations and Restrictive Covenants. Should such owner fail, neglect or refuse to satisfy and discharge any lien arising hereunder within 30 days, the Board or other person entitled to recover the costs and expenses covered by said lien, shall have the right to interest on the amount of the lien at the rate of twelve percent (12%) per annum, and shall be entitled to receive and recover from the lot owner whose property is the subject of the lien, all costs of collection, including but not limited to reasonable attorney's fees, at trial and upon appeal.

22. AMENDMENTS OF RESERVATIONS AND RESTRICTIVE COVENANTS.

These Reservations and Restrictive Covenants may be amended by the affirmative vote of the owners of not less than 2/3 of the lots within Heritage Park, Phase 1, with each owner (including the Developer) having one vote for each lot then owned by such owner. These

Reservations and Restrictive Covenants, as amended from time to time, shall run with the land and shall be binding and for the benefit of all parties and all persons owning lots in "Heritage Park, Phase 1", or claiming under them, until July 1, 2004, at which time they shall be automatically extended for successive periods of ten years.

IN WITNESS WHEREOF, Hidden Creek Properties, a joint venture, has caused these presents to be signed by its duly authorized member on this 29 day of December, 1995.

HIDDEN CREEK PROPERTIES,
a joint venture

By A. Lee Sjothun
Vice President

JVR, INC., an Oregon corporation,
doing business as REIMANN ASSOCIATES,
Managing Joint Venturer

STATE OF OREGON)
) ss.:
County of Marion)

On this 29th day of December, 1995, appeared A. Lee Sjothun the Vice President of JVR, INC., an Oregon corporation, doing business as REIMANN ASSOCIATES, which is the Managing Joint Venturer of HIDDEN CREEK PROPERTIES, a joint venture, and that said instrument was signed in behalf of said joint venture by authority of all its joint venturers; and that he acknowledged said instrument to be its voluntary act and deed.

Before me:



Judie L. Mapes
Notary Public for Oregon
My Commission Expires: 10/27/96

After recording, please return to:

Reimann Associates
5309 River Rd. N.
Keizer, OR 97303

SHERMAN, ARMAN & MURICH
LAWERS
687 Court Street N.E. / Post Office Box 2247
SALEM, OREGON 97308-2247
503/364-1281 FAX # (503) 370-4368

REEL:1286

PAGE: 577

January 25, 1996 , 12:44P

CONTROL #: 1286577

**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: \$35.00

**ALAN H DAVIDSON
COUNTY CLERK**

**DECLARATION
REGARDING
ENTRANCE IMPROVEMENTS**

HERITAGE PARK, WOODBURN, MARION COUNTY, OREGON

HIDDEN CREEK PROPERTIES (Declarant) a joint venture consisting of JVR, INC., an Oregon corporation, doing business as REIMANN ASSOCIATES and FRED AND DAVE SMITH, INC., an Oregon corporation, doing business as SACO, is the owner of the real property described in Exhibit A attached hereto and by this reference incorporated herein, which property is hereinafter referred to as "the property."

Declarant has received conceptual plan approval from the City of Woodburn, Oregon, to subdivide 34.5 acres of the property into 151 lots as a single family residential development under the name of "Heritage Park" (hereinafter called "the subdivision"), and has recorded the plat for Phase I of Heritage Park, containing 51 lots. Subdivision improvements, including the installation of utilities and the paving of streets, are now being completed in Phase I.

To enhance the aesthetic appeal of the subdivision, to buffer the residents thereof from the traffic on Boones Ferry Road and Country Club Road, and to help identify the subdivision within the community, the Declarant shall construct a fence or wall inside and along those boundaries of the subdivision which are adjacent to Boones Ferry Road, Vanderbeck Road and County Club Road, and shall landscape portions of the property which lie within the rights of way of Boones Ferry Road, Vanderbeck Road and County Club Road, and within the landscape easement areas shown on the plat. In addition, Declarant shall construct a park between Lots 6 and 7, 10 and 11 and shall convey the same to the City of Woodburn.

The Declarant acknowledges that the continued maintenance and upkeep of the walls, fences and landscape areas and signs will be of vital importance to the preservation and enhancement of property values within the subdivision, and that a satisfactory maintenance program will require uniformity of actions along the entire length of the walls, fences and landscape areas.

NOW, THEREFORE, to facilitate the continued maintenance, repair and upkeep of the walls, fences and landscape areas and signs, the Declarant hereby declares that from and after the date hereof, the subdivision and each of the lots which have been or may be platted therein shall be subject to the provisions of this Declaration.

1. CREATION OF HERITAGE PARK MAINTENANCE ASSOCIATION. To facilitate and provide for the continued maintenance, repair and upkeep of the aforesaid walls, fences and landscape areas and signs, the Declarant hereby constitutes itself as an unincorporated association under the name of "Heritage Park Maintenance Association" (hereinafter referred to as "the Association").

*Return To: ✓
Reimann Associates
5209 River Rd. N.
Kern. OR 97303*

**SHERMAN, SHERMAN & MURCH
LAWYERS
687 Court Street N.E. / Post Office Box 2147
SALEM, OREGON 97308-2247
503/564-2281 FAX # (503) 370-4308**

A. Membership. Since Declarant is presently the owner of all of the property within the subdivision, initially Declarant will be the only member of the Association. As lots are sold within the subdivision, the owner or owners of each such lot shall each have one membership in the Association for each lot owned by him or them. Where a lot has been sold upon a land sale contract, the purchaser thereunder shall be regarded as the owner of said lot so long as the purchaser is not in default under said contract. In all other cases, the owner shall be the record owner of the lot.

B. Voting. In all matters to come before the Association, the members thereof shall have one vote for each lot owned. In the event of lot ownership by two or more persons, the vote applicable to that lot shall be cast as determined by the majority of said owners, and if they cannot reach a majority decision, the vote applicable to that lot shall be disregarded.

C. Governance. The affairs of the Association shall be governed by a Board of Directors (the Board) consisting of not less than three and not more than five persons, who need not be members of the Association. The members of the Board shall be elected for terms of one year each by the members of the Association at their annual meeting. Each member of the Board shall have one vote in all matters coming before it, and all decisions of the Board shall be by majority vote. The primary responsibilities of the Board shall be to establish each year the amount of the assessment to be levied against each platted lot within the subdivision for the ensuing year to finance the activities of the Association, and to supervise and oversee the maintenance and upkeep of the aforesaid walls, fences and landscape areas and signs. The Board shall each year select from its membership a President and a Secretary-Treasurer, who shall perform the duties normally associated with those offices. Members of the Board and the officers shall receive no compensation for their services on behalf of the Association, but may be reimbursed for reasonable expenses incurred by them in the performance of their duties.

D. Meetings. The membership of the Association may hold an annual meeting during the fourth quarter of each calendar year, for the purpose of electing the Board and to conduct other business. The membership may hold additional meetings during the year upon the call of the President, a majority of the Board or not less than one-third of the membership. Oral or written notice of each meeting shall be given to the membership in accordance with policies established by the Board, and meetings shall be held at such time and place as is designated by the Board. The Board shall meet at least annually following the annual membership meeting, and may meet at other times upon the call of the President or the majority of the Board.

SHERMAN, ADAM & MURCH

LAWFIRM

687 Court Street N.E. / Post Office Box 2247

SALEM, OREGON 97308-2247

503/364-2281 FAX # (503) 370-4308

E. Assessments. To finance the maintenance, repair and upkeep of the aforesaid walls, fences and landscape areas and signs, the Association, acting through the Board, shall have and is hereby granted the power and authority to levy annual and special assessments against the platted lots within the subdivision. Initially and until further action by the Board, an annual assessment of \$50.00 is hereby levied against each such-platted lot. The first annual assessment shall be paid to the Association by the owner or owners of each platted lot not later than December 1, 1995; and subsequent annual assessments shall be paid to the Association by December 1 in the year of assessment. Special assessments shall be levied only in the event of an unanticipated emergency need for additional funds to meet the needs of the Association, and shall be paid within 30 days after notice of assessment is sent to the lot owner or owners in question. The Board shall have the power and authority to set the amount of all assessments, provided, however, that the Board shall not increase the amount of the annual assessment by more than 25 percent over the amount for the proceeding year, or levy any special assessment, except on the majority vote of those members of the Association who are present and vote at an annual or special membership meeting. From and after the date each assessment is levied, it shall constitute a lien against each of the platted lots within the subdivision, and if the owner or owners of any such lot fails to pay the assessment within 30 days of its due date, the Association may institute proceedings to foreclose the lien provided for herein and to collect from the owner or owners the amount of said assessment or any balance thereof remaining unpaid, together with interest on said sum at the rate of 12 percent per annum from the date of said assessment until paid, together with reasonable costs, including attorney's fees, incurred by the Association in such proceedings, and on any appeal thereof. No assessment shall be levied against any portion of the subdivision which has not yet been platted as a lot therein upon a plat duly recorded in the records of Marion County, Oregon.

F. Application of Assessment Proceeds. All net proceeds of the assessments collected by the Association pursuant to this Declaration shall be held and applied to the payment of the costs of maintenance, repair and upkeep of the aforesaid walls, fences and landscape areas and signs, and to other costs and expenses reasonably incurred by the Association in connection with activities reasonably related to said maintenance, repair and upkeep.

2. CONSTRUCTION OF WALLS AND COMPLETION OF LANDSCAPING. Following the execution of this Declaration, the Declarant shall at its expense cause to be erected or constructed any walls or fences which the Declarant elects to have placed on the property, will cause to be completed a park within the subdivisions as aforesaid, and shall likewise complete the erection and placement of the signs and landscaping hereinabove described.

SHERMAN, ...MAN & MURCH

LAWYERS

647 Court Street N.E. / Post Office Box 2247

SALEM, OREGON 97308-2247

503/364-2281 FAX # (503) 370-4308

3. **GRANTING OF EASEMENT TO ASSOCIATION.** Upon the completion of the improvements described in Section 2 above, Declarant shall execute and cause to be recorded a perpetual easement in favor of the Association, covering the aforesaid walls, fences and landscape areas and signs and those portions of the subdivision upon which the same are situated, granting to the Association the right to maintain, repair and keep up said walls, fences and landscape areas and signs for the benefit of the subdivision and its owners.

4. **AMENDMENT AND REVOCATION.**

A. **Amendment.** This Declaration may be amended from time to time upon the affirmative vote of the members who are then the owners of not less than two-thirds of the platted lots within the subdivision; provided, however, that no amendment which materially increases the burden upon any lot or the owner thereof shall be effective unless approved in writing by the holder of any mortgage, deed of trust or vendor's interest in a land sale contract covering that lot.

B. **Revocation.** This Declaration may be revoked at any time upon the affirmative vote of members who are the owners of not less than four-fifths of the platted lots within the subdivision. Upon any such vote of revocation, the Association shall execute an appropriate instrument terminating the easement granted to it under Section 3 of this Declaration, and the existence of the Association shall terminate upon the recording of said instrument. The possession, control and all other incidents of ownership of the walls, fences and landscaping and other improvements shall thereupon revert to the owner or owners of the lot upon which such improvements are situated, free of any interest therein or claim thereto on the part of any other person.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 29 day of December, 1995.

JVR, INC.,
an Oregon corporation,
doing business as
REIMANN ASSOCIATES

By A. Lee Spithur
Its VICE PRESIDENT

SHERMAN, AMAN & MURCH
LAWYERS
687 Court Street N.E. / Post Office Box 2247
SALEM, OREGON 97308-2247
503/364-2281 FAX # (503) 370-4308

STATE OF OREGON)
) ss.:
County of Marion)

On this 29th day of December, 1995, appeared
A. Lee Sjothun the President/Secretary
of JVR, INC., an Oregon corporation, doing business as REIMANN ASSOCIATES, and
acknowledged the foregoing instrument to be its voluntary act and deed, executed on behalf
of said corporation by authority of its Board of Directors.

Before me:



Judie L. Mapes
Notary Public for Oregon
My Commission Expires: 10/27/96

After recording, please return to:

Reimann Associates
5309 River Rd. N.
Keizer, OR 97303

SHERMAN, ...ERMAN & MURCH
LAWYERS
667 Court Street N.E. / Post Office Box 2247
SALEM, OREGON 97308-2247
503/344-2281 FAX # (503) 370-4308

REEL:1286

PAGE: 578

January 25, 1996 , 12:44P

CONTROL #: 1286578

**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: \$25.00

**ALAN H DAVIDSON
COUNTY CLERK**

FIRST AMENDMENT TO DECLARATION REGARDING ENTRANCE IMPROVEMENTS FOR HERITAGE PARK, WOODBURN, MARION COUNTY, OREGON

On January 25, 1996, HIDDEN CREEK PROPERTIES (Declarant), a joint venture consisting of JVR, INC., an Oregon corporation, doing business as REIMANN ASSOCIATES and FRED AND DAVE SMITH, INC, an Oregon corporation, doing business as SACO, recorded a DECLARATION REGARDING ENTRANCE IMPROVEMENTS FOR HERITAGE PARK, WOODBURN, MARION COUNTY, OREGON in Reel 1286, Page 578, Records of Marion County Oregon.

Said Declaration provides for the construction by the Declarant of certain fences, walls, landscape areas and a park; and for the maintenance, repair and upkeep of the fences, walls and landscape areas by an association of homeowners within Heritage Park, under the name of Heritage Park Maintenance Association (hereinafter called "the Association").

Said Declaration further provides that the Association is to be an unincorporated association.

Declarant subsequently sold Phase I of Heritage Park, consisting of 51 residential lots, and the current owner of said Phase I is Burghardt Investment Corporation, an Oregon corporation (hereinafter "Burghardt").

Declarant and Burghardt now believe that it would be in their best interests and in the best interests of Heritage Park for the Association to be incorporated as a non-profit corporation under Oregon law.

Section 4 A of the Declaration provides that the same may be amended upon the affirmative vote of the members who are then the owners of not less than two-thirds of the platted lots within the subdivision. Declarant and Burghardt together own all of the platted lots within the subdivision.

NOW, THEREFORE, in accordance with the provisions of Section 4 A of the Declaration, Declarant and Burghardt hereby amend the first paragraph of Section 1 of the Declaration to read as follows:

"To facilitate and provide for the continued maintenance, repair and upkeep of the aforesaid walls, fences and landscape areas and signs, an association of the owners of lots within the subdivision shall be formed, under the name of "Heritage Park Maintenance Association". Said association may be either an unincorporated association or it may be incorporated as a non-profit corporation under the law of Oregon."

F.A.T. OF W.V.

CE6019

SHEAMAN, STINEY & MURCH 687 Court Street N.W., Post Office Box 2247 SALEM, OREGON 97308-2247 503/764-2281 FAX # (503) 370-4308

8-696

Except as above amended, each of the terms and provisions of the Declaration are ratified, confirmed and declared to be in full force and effect.

IN WITNESS WHEREOF, Declarant and Burghardt have caused this First Amendment to be executed this 6th day of August, 1996.

DECLARANT

BURGHARDT

JVR, INC.,
an Oregon corporation,
doing business as
REIMANN ASSOCIATES

BURGHARDT INVESTMENT
CORPORATION

By A. Lee Sjothun

By DALE BURGHARDT

Its Vice President

Its PRESIDENT

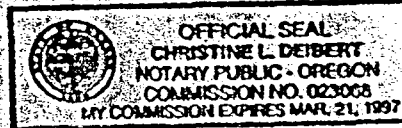
STATE OF OREGON)
County of Marion) ss.:

This instrument was acknowledged before me on 6th day of August, 1996, by A. Lee Sjothun as Vice President of JVR, INC., an Oregon corporation, doing business as REIMANN ASSOCIATES, an Oregon corporation.

Before me:

Christine L. Deibert
Notary Public for Oregon
My Commission Expires: 3-21-97

STATE OF OREGON)
County of Marion) ss.:

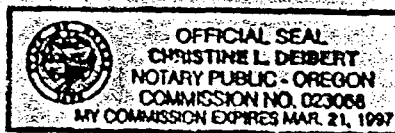


This instrument was acknowledged before me on 6th day of August, 1996, by DALE BURGHARDT as President of BURGHARDT INVESTMENT CORPORATION, an Oregon corporation.

Before me:

Christine L. Deibert
Notary Public for Oregon
My Commission Expires: 3-21-97

After recording, please return to:



687 Court Street N.E. / Office Box 2247
SALDH, OREGON 98-2247
503/364-2281 FAX # (503) 370-4308

REEL:1546

PAGE: 479

December 03, 1998 , 11:31A

CONTROL #: 1546479

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: \$15.00

ALAN H DAVIDSON
COUNTY CLERK

**SUPPLEMENTAL
DECLARATION REGARDING ENTRANCE IMPROVEMENTS**

This Supplemental Declaration Regarding Entrance Improvements for Heritage Park, Woodburn, Marion County, Oregon, is made and executed on this 20 day of January, 2006, by Heritage Park Maintenance Association (Association), a non-profit Oregon corporation, through its duly authorized officers and directors. The duly authorized Board of Directors for the Association makes the following **FINDINGS AND RECITALS:**

A. The undersigned are all of the officers and directors of Heritage Park Maintenance Association (Association), a non-profit Oregon corporation, and wish to take action on behalf of the corporation as permitted under Oregon law.

B. Hidden Creek Properties as Declarant and developer of Heritage Park subdivision in Woodburn, Marion County, Oregon, made, executed, and recorded that certain Declaration Regarding Entrance Improvements dated December 29, 1995, as recorded on January 25, 1996, at Reel 1286, Page 578, of the Marion County Records, as subsequently amended on August 6, 1996, by the First Amendment To Declaration Regarding Entrance Improvements recorded at Reel 1330, Page 320, of the Marion County Records; and all phases of the subdivision have been completed.

C. Declarant developer was obligated under the terms of the recorded Declaration Regarding Entrance Improvements to execute and record a perpetual easement in favor of the Association, covering the walls, fences, landscaped areas, and signs, and those portions of the subdivision upon which such are located, granting to the Association the right to maintain, repair, and keep up the walls, fences, landscaped areas, and signs for the benefit of the subdivision and its owners, but Declarant failed to fulfill this requirement upon completion of the improvements.

D. The Declaration Regarding Entrance Improvements may be amended from time to time by a 2/3 majority vote of the lot owners; and membership approval of a perpetual maintenance easement in favor of the Association would require such 2/3 majority vote. A recent vote of Association members failed to approve a proposed maintenance easement amendment by such 2/3 majority.

E. The Association lacks written authorization by recorded easement or by duly amended declarations regarding entrance improvements to enter the properties owned by individual lot owners to maintain and repair the walls, fences, and landscaped areas on such privately owned lots; **NOW, THEREFORE,**

✓ After recording, return to: Heritage Park Maintenance Association, C/O Kirk A. Schmidtman
Attorney at Law, 610 Glatt Circle, Woodburn, OR 97071-9600

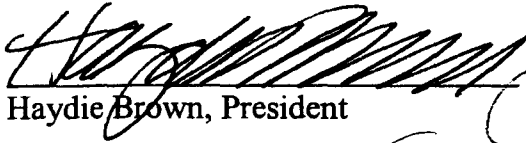
The authorized representatives of Heritage Park Maintenance Association, a non-profit Oregon corporation, hereby supplement the Declaration Regarding Entrance Improvements in the following particulars and declare as follows:

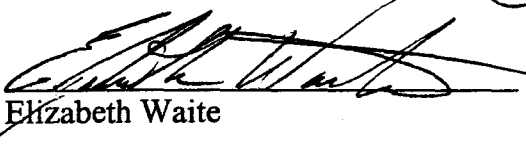
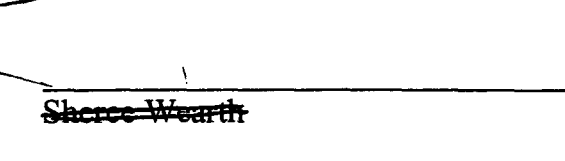
1. Heritage Park Maintenance Association will not assume any responsibility for maintenance or repair of those fences and landscaped areas on privately owned lots for which the Association has no recorded easement or written authorization for access under a duly authorized and recorded amendment of the Declaration Regarding Entrance Improvements. Each lot owner shall retain sole responsibility for proper repair and maintenance of fences and landscaped areas on that owner's lot.

2. **COMPLIANCE WITH PRIOR DECLARATIONS.** Except as specifically modified herein, the Declaration Regarding Entrance Improvements dated December 29, 1995, as amended on August 6, 1996, shall remain in full force and effect. The Declaration of Reservations And Restrictive Covenants dated December 29, 1995, shall also remain in full force and effect. All lot owners shall comply with prior declarations.

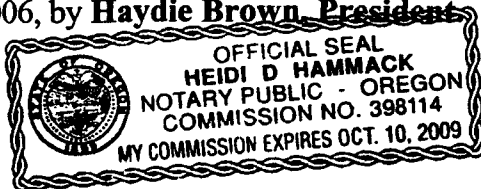
IN WITNESS WHEREOF, the Association has executed this Supplemental Declaration on this ___ day of January, 2006.

HERITAGE PARK MAINTENANCE ASSOCIATION BOARD OF DIRECTORS

By:  
Haydie Brown, President Joe Boswell

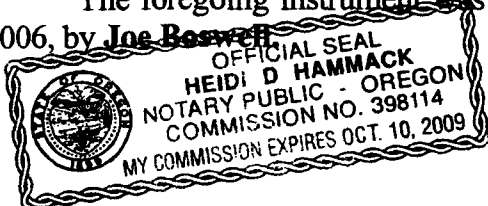
By:  
Elizabeth Waite Sherree Wearth

The foregoing instrument was acknowledged before me this 20 day of January, 2006, by **Haydie Brown, President** **PRESIDENT**




NOTARY PUBLIC FOR OREGON

The foregoing instrument was acknowledged before me this 20 day of January, 2006, by **Joe Boswell** **JOE BOSWELL**




NOTARY PUBLIC FOR OREGON

The foregoing instrument was acknowledged before me this 20 day of January, 2006, by **Elizabeth Waite**.





NOTARY PUBLIC FOR OREGON

~~The foregoing instrument was acknowledged before me this ___ day of January, 2006, by **Sheree Wearth**.~~

NOTARY PUBLIC FOR OREGON

REEL:2605

PAGE: 448

February 10, 2006, 11:56 am.

CONTROL #: 160628

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: \$ 36.00

BILL BURGESS
COUNTY CLERK

THIS IS NOT AN INVOICE.

**CONSENT RESOLUTION
BY BOARD OF DIRECTORS
FOR HERITAGE PARK MAINTENANCE ASSOCIATION**

WHEREAS the undersigned are all of the officers and directors of Heritage Park Maintenance Association (Association), a non-profit Oregon corporation, and wish to take action on behalf of the corporation as permitted under Oregon law; and

WHEREAS Hidden Creek Properties as Declarant and developer of Heritage Park subdivision in Woodburn, Marion County, Oregon, made, executed, and recorded that certain Declaration Regarding Entrance Improvements dated December 29, 1995, as recorded on January 25, 1996, at Reel 1286, Page 578, of the Marion County Records, as subsequently amended on August 6, 1996, by the First Amendment To Declaration Regarding Entrance Improvements recorded at Reel 1330, Page 320, of the Marion County Records; and all phases of the subdivision have been completed; and

WHEREAS Declarant developer was obligated under the terms of the recorded Declaration Regarding Entrance Improvements to execute and record a perpetual easement in favor of the Association, covering the walls, fences, landscaped areas, and signs, and those portions of the subdivision upon which such are located, granting to the Association the right to maintain, repair, and keep up the walls, fences, landscaped areas, and signs for the benefit of the subdivision and its owners, but Declarant failed to fulfill this requirement upon completion of the improvements; and

WHEREAS, the Declaration Regarding Entrance Improvements may be amended from time to time by a 2/3 majority vote of the lot owners, but a recent vote of Association members failed to approve a proposed maintenance easement amendment by such 2/3 majority vote; and

WHEREAS the Board lacks written authorization by recorded easement or by duly amended declarations regarding entrance improvements to enter the properties owned by individual lot owners to maintain and repair the walls, fences, and landscaped areas on such privately owned lots; **NOW, THEREFORE,**

The undersigned Heritage Park Maintenance Association Board, being duly advised in the premises and **FINDING** that recorded Supplemental Declarations are necessary, resolves as follows:

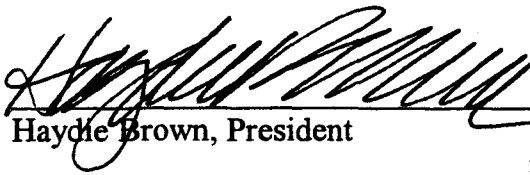
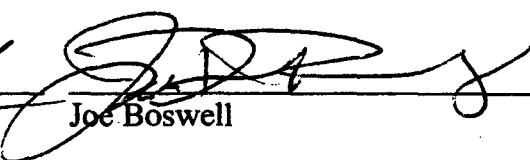
IT IS RESOLVED THAT the officers and directors of Heritage Park Maintenance Association shall make, execute, and record a Supplemental Declaration Regarding Entrance

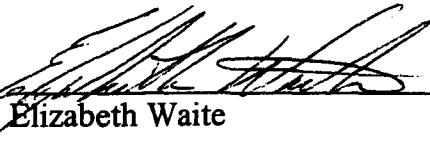
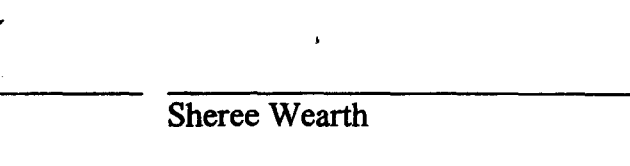
✓ POX BOX 542 WDBN, ORGA
RETURNS TO HERITAGE
ASSOCIATION

Improvements, pursuant to the foregoing findings. The Board shall instruct its legal counsel to prepare such document for signature by all of the officers and directors of the corporation and for recording with the Marion County Records. The Board is further authorized to take such further related action that may be necessary under the circumstances.

DATED this 20 day of January, 2006

HERITAGE PARK MAINTENANCE ASSOCIATION BOARD OF DIRECTORS

By:  
Haydie Brown, President Joe Boswell

By:  
Elizabeth Waite Sheree Wearth

REEL:2605

PAGE: 449

February 10, 2006, 11:56 am.

CONTROL #: 160628

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: \$ 31.00

BILL BURGESS
COUNTY CLERK

THIS IS NOT AN INVOICE.