CREEKSIDE
COVENANTS, CONDITIONS, AND RESTRICTIONS

Pertaining to and affecting Creekside, a sub-division, the plat of which is recorded in the Office of the County Clerk for Yamhill County, Oregon, and all other plats contiguous thereto or joined thereto by successive contiguous plats which in the future shall be recorded by Declarant(s) or their successor in interest, and to which these declared conditions and restrictions shall be made applicable by declaration of the owner or owners or dedicator of any such plat.

Declarant(s) hereby certify and declare they have established and do hereby establish the following general plan, including, but not limited to, the Conditions and Restrictions herein defined, for the improvement, protection, and benefit of property in Creekside, a sub-division the plat of which is recorded in the Office of the County Register of Deeds for Yamhill County, Oregon, and all other plats which in the future shall be recorded by Declarant(s), or their successors in interest, and to which these declared conditions and restrictions shall be made applicable by the declaration of the owner or owners or dedicator of any such plat, which plat(s), individually and collectively, are referred to herein as Creekside and does hereby establish the following conditions, restrictions, and covenants subject to which each and all residential lots, single family dwellings, and residential residences of every kind and to any other buildings of any nature or purpose in Creekside, all of which are herein referred to as "Residence", shall be held, used, occupied, leased, sold, or conveyed; each and all of which shall run with the land and shall inure to the benefit of, be imposed upon, and pass to the successor in interest of each and all said residence as a servitude in favor of and enforceable by the owner or owners or any other of such residence.

1.0 CONDITIONS, RESTRICTIONS, COVENANTS

1.1 LAND USE. The general plan for location of residence, recreational, and other buildings for public or common use, commercial area, and recreation areas, and offices shall be as specified in the Creekside recorded plat(s). Only single family dwellings and amenities related to any thereof, shall be constructed or maintained in areas designated for residential purposes only; provided, exceptions or as provided in Section 1.10. Provided however, as long as Declarant(s) or their successor in interest shall own property in Creekside it shall be entitled to maintain a sales office and such model homes as it, in its sole discretion, shall determine to be necessary or helpful to the sale of residence in the development.

1.2 ALTERATIONS AND ADDITIONS, TEMPORARY STRUCTURES, ETC. No exterior alteration or addition shall be made to any premises without the prior written approval of the Declarant(s) or the Association as provided in Section 1.10 and 2.0 et seq.

1.3 FENCES, HEDGES, AND WALLS. On all lots no fence, hedge, structure, or wall (other than a necessary retaining wall) shall be constructed or exist between the setback line and the property line without the prior written approval of the Declarant(s) or as provided in Section 1.10. No planting or structure obstructing vision at roadway intersections or driveways, shall be permissible or maintained.
1.4 ANIMALS. No livestock or poultry of any kind shall be raised, kept, or bred on any residence. Other than a maximum of two household pets, no animals or fowl shall be kept or allowed to be kept on any lot or residential premises. Household pets may not be kept, bred, or maintained for a commercial purpose. Dogs shall be controlled as provided by ordinance of the City of Newberg. Dogs shall be confined to the dwelling or by fully enclosed fencing of the rear portion of the lot in a manner that fully restricts exterior vision of the animal, and dogs shall not be permitted to run free or otherwise to be or become a nuisance or source of annoyance to other residents.

1.5 SIGNS. No sign shall be erected or displayed upon any residence or building without prior written permission as provided in Section 1.10; provided, such permission shall not be required for one sign no larger than 6 inches by 24 inches displaying the name and/or address of the occupant; or for one temporary sign no larger than 18 inches by 24 inches advertising the property for sale or rent; or for temporary community decorations, but such signs must be removed upon the sale, rental of the residence, or conclusion of the community project.

1.6 USE OF PROPERTY. No dwelling is to be used for the conduct of business or for any commercial purpose unless prior written approval is obtained as provided in Section 1.10. No oil or gas well, mine or quarry, or equipment therefore and no appliance or structure for business purposes shall be located or operated on any of said property designated as residential premises. Installation of flag poles, radio antennae, satellite dish(es), exterior-mounted television antennae, exterior machinery for cooling and/or heating, structures detached from the residence are prohibited on or about residence or buildings unless prior written approval is obtained as provided in Section 1.11. Drying lines or apparatus shall be screened from exterior view. Garbage and other waste shall be kept in sanitary containers away from public view and regularly disposed of; and nothing shall be done which may constitute a nuisance or aesthetic burden to the neighborhood or other occupants.

1.7 LANDSCAPE AND MAINTENANCE. To provide uniformity, all front yards of residences shall be landscaped by builder prior to occupancy of residence in a pattern as established by Declarant(s). Additional landscaping of yards shall be completed within a reasonable time, but in any event, within eight (8) months after building completion, and shall conform to the general pattern of others in the community as established in the sole discretion of the Declarant(s). All yards and growth thereof shall be maintained, cultivated, and kept free from insects and diseases.

1.8 SLOPE AND DRAINAGE EASEMENTS. The owner and occupant of a residence will permit access by the owner or occupant of an adjoining or adjacent residence to slopes or drainage-ways on the property of the former to maintain slopes or drainage facilities for the protection and use of such adjoining or adjacent site. Each owner will not block, hinder, or interfere with the established drainage pattern over his land from adjoining or adjacent land.

1.9 RESTRICTIONS ON RESIDENCE AND OWNERS.

A. No clearing, grading, tree cutting, or land filling shall take place on any lot until it has been approved in writing by the Creekside Homeowners Association as provided in Sections 1.10
B. All residences shall use black composition roofing for roofing purposes unless a variance is approved by a majority vote of the Architectural Control Committee. Samples of all exterior colors and of all exterior siding, brick, stone, or other special materials shall be submitted to the Architectural Control Committee for approval.

C. No noxious or offensive activity shall be carried out on/upon any residence, nor shall anything be done, grown, or placed upon any lot which interferes with or jeopardizes the enjoyment of other residence owners within this subdivision.

D. No owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when it is inoperable or it exhibits significant damage that offends the occupants of the neighborhood.

E. All building and improvements on any lot shall conform to the following criteria and requirements:

1. No dwelling shall be permitted if its total floor area, exclusive of porches and garages, is less than one thousand (1,000) square feet total. In the event of two story construction, there shall not be less than five hundred (500) square feet on the first floor.

2. All garages shall be set back a minimum of five (5) feet from the front of the dwelling and conform generally in architectural design and exterior materials and finish to the dwellings to which they are appurtenant.

3. Plans shall accommodate all roof pitches of no less than 6-12 on all dwellings, garages or any other buildings constructed.

4. No outdoor overhead wire or service drop for distribution of electric power or for telecommunication purposes, pole, tower, or other structure supporting outdoor overhead wire(s) shall be erected, placed, or maintained.

5. No healthy, non-hazardous tree on any lot located outside the residence footprint may be removed without the approval of the Architectural Control Committee.

6. Any damage to roads or curbs in Creekside which occurs during the course of a residence owner's construction or later shall be the responsibility of that residence owner. Repair of such damage, if not undertaken by the residence owner within sixty (60) days of completion of construction, shall be undertaken by the Creekside Homeowners Association. The cost of such repair shall be billed to and borne by the residence owner and shall be payable within thirty (30) days after it becomes due. Failure to pay for any repair billed shall cause the residence owner to be liable for interest and costs of collection and such unpaid
amounts shall become a lien on the residence owned by the
residence owner.

(7) Easements as shown on the sub-division plat shall be preserved
by the respective residence owners. Site improvements shall not
be placed so as to interfere with the maintenance of any
easement. The owner of any residence which has an easement
shall maintain the easement area at his/her expense, except for
improvements for which a public authority or utility is responsible.

(8) The exterior finish of all construction on any lot shall be designed,
built, and maintained in such a manner as to blend in with the
existing structures and landscaping within this sub-division. The
exterior plan and exterior colors must be approved by the
Architectural Control Committee. The exterior siding shall be of a
lap siding type on sides which face a street. Exterior trim,
fences, doors, railings, decks, eaves, gutters and exterior finish
on garages and other accessory buildings shall be designed,
built, and maintained to be compatible with the exterior of the
structures they adjoin. Mailbox and newspaper receptacles
placed in front of any lot shall be included in a single structure,
using the design provided by Declarant(s), unless otherwise
dictated by the U.S. Postal Service.

1.10 GRANT OF WAIVERS OR CONSENTS. Jurisdiction and authority to
grant or extend exceptions, variances, waivers, and consents contemplated by
the foregoing SECTIONS 1.1 through 1.9, inclusive, shall be exclusively in the
Declarant(s) or their successor as developer, during such period as Declarant(s)
or their successor shall own any real property in Creekside. Thereafter, the
jurisdiction and authority shall be exclusively in the Creekside Homeowners
Association, acting through its Board of Directors or designees.

2.0 ARCHITECTURAL CONTROL COMMITTEE

2.1 ARCHITECTURAL REVIEW. No structure, including storage shelters, shall be
commenced, erected, placed, or altered on any lot until construction plans and
specifications and a plat showing the nature, shape, heights, materials, colors,
and proposed location of the structure or change have been submitted to and
approved in writing by the Architectural Control Committee ("the Committee"). It
is the intent and purpose of this covenant to assure quality of workmanship and
materials, harmony of external design with the existing structures as to location,
topography, and finished grade elevations to avoid plan repetition. In all cases,
the Committee's consent is required.

A. MAJOR CONSTRUCTION. In the case of initial or substantial
additional construction of a dwelling or other improvements, the owner
shall prepare and submit to the Committee such plans and specifications
for the proposed work as the Committee may require. Materials required
by the Committee may include, but not necessarily be limited to, the
following:

(1) A plan indicating location of all improvements, including private
drainage.

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(2) Drawings showing elevations, exterior materials, and exterior color schemes of all improvements, including the mailbox structure and fencing.

(3) Drawing showing yard landscape design and location including descriptions of plant materials. The parking strip shall be included in the landscaping plan.

The Committee shall render its decision with respect to the proposal after it has received all required materials.

B. MINOR CONSTRUCTION. In the case of minor additions or remodeling, change of existing exterior color scheme or exterior materials, greenhouse, or swimming pool construction, or any other work not referred to in Section A above, the owner shall submit to the Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Committee shall render its decision with respect to the proposal after it has received all required materials.

2.2 ARCHITECTURAL CONTROL COMMITTEE DECISION. The Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that Declarant(s) intend for the subdivision. Considerations such as siting, shape, size, color, design, height, impairment of the view from other lots within this sub-division, or other effects on the enjoyment or other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

2.3 MEMBERSHIP; APPOINTMENT AND REMOVAL. The Architectural Control Committee shall initially consist of Declarant(s); thereafter, the Committee shall consist of as many persons as the Declarant may from time to time appoint. The Declarant(s) shall keep a list of names and addresses of Committee members. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these covenants.

2.4 LIABILITY. Neither the Architectural Control Committee nor any member thereof shall be liable to any owner, occupant, builder, or developer for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act by the Committee or a member thereof, provided that the member has, in accordance with actual knowledge possessed by him/her, acted in good faith.

2.5 ACTION. Except as otherwise provided herein, any two members of the Architectural Control Committee shall have power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee must render its decisions in writing.

2.6 NON-WAIVER. Consent by the Committee to any matter proposed to it within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.
2.7 EFFECTIVE PERIOD OF CONSENT. The Committee's consent to any proposed work shall automatically be revoked on year after issuance unless construction of the work has commenced or the owner has applied for and received an extension of time from the Committee.

3.0 CREEKSIIDE HOMEOWNERS ASSOCIATION. Creekside Homeowners Association has been duly formed and incorporated as an Oregon non-profit corporation.

3.1 MEMBERSHIP. Until changed by amendment of its Articles of Incorporation and its Bylaws, memberships in the Creekside Homeowners Association are as follows:

A. Proprietary Members. Each owner of a residential residence in Creekside shall be a Proprietary member, subject to the Bylaws, provided that the purchaser(s) in a contract for the purchase and sale of a residential residence shall be deemed the "owner" of such residential residence for these purposes. Each proprietary member shall be entitled to one vote, and the co-owners shall designate in writing with the secretary of the Creekside Homeowners Association the one of the number who shall exercise the voting rights for such residential residence.

The rights and privileges of a Proprietary Membership shall terminate when the holder of any such Proprietary membership shall cease to qualify as an owner, and his/her certificate of membership shall be void.

B. Associate Members. Each lessee, renter, or other occupant of a residence in Creekside not eligible for Proprietary Membership, but who satisfies the conditions of the Bylaws and of these Conditions and Restrictions applicable to Creekside respecting residency in Creekside, shall be an Associate member, which status shall continue in effect during such period as the Associate member shall be an authorized non-proprietary tenant of a residence in Creekside. Associate Membership shall carry all the rights and privileges of Proprietary Membership, except for the right to vote. At any time an Associate member shall cease to be an occupant of a residential residence in Creekside, said member's rights and privileges as an Associate member shall thereupon terminate.

3.2 ASSESSMENTS, PURPOSE OF ASSESSMENTS, LIENS, AND COLLECTIONS.

A. Assessments. The Creekside Homeowners Association is vested with power and authority to, and shall, assess and collect from time to time from its Proprietary members:

(1) Annual assessments or charges, and

(2) Special assessments for capital improvements, such assessments to be fixed, assessed and collected as hereinafter provided.

Such annual and special assessments shall be chargeable ratably based upon each residential residence in Creekside. Each such assessment, together with interest at the rate of nine
(9) percent per annum from the due date on the unpaid balance of the assessment and costs and expenses, and also including a reasonable attorney’s fee (whether or not suit is filed, and including any appeal of any decision), incurred in the collection thereof, shall become a charge against the respective residential residence and a continuing lien on the residential residence against which the assessment is made, which lien may be enforced by a suit in equity.

Each owner of a residential residence, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Creekside Homeowners Association each such annual or special assessment; and each such assessment shall be the personal obligation of the owner of such residential residence as of the date the assessment is declared due, as well as a lien against the residential residence. No owner may avoid liability for the assessments provided for herein by non-use of the community by him/herself or any occupant of the residential residence against which the assessment is levied.

B. Purpose of Assessments. The assessments levied by the Creekside Homeowners Association shall be used exclusively for the purpose of promoting the health, safety, welfare, and protection of the residents in Creekside, and in particular for the improvement and maintenance of Creekside and the facilities and planted parkways devoted to this purpose, and related to the use and enjoyment of the common areas and facilities in Creekside.

C. Basis of Annual Assessments. Subject to change as hereinafter provided, the annual assessment shall be Three Hundred Dollars ($300) per residence. The annual assessment may be increased or decreased effective January 1 or July 1 of each calendar year by action of the Board, without vote of the membership.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy, effective January 1 or July 1 of each calendar year, a special assessment for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair, maintenance, or replacement of any partial improvement described in the notice of the Board meeting at which such action shall be considered.

E. Uniform Rate of Assessment. Unless otherwise provided by action of the Board, both annual and special assessments shall be fixed at a uniform rate per resident of all residential residences and may be collected on an annual basis, or such other basis as the Board shall determine. During any period when the Declarant(s) or their successor in interest as developers, shall own any real property in Creekside any action of the Board fixing any assessment on other than a uniform rate per occupant shall be invalid unless the Declarant(s) or their successors in interest as developers, shall concur in writing with that action.
F. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering the residence upon which it is levied. Sale or transfer of any residence shall not affect the assessment lien. However, the sale or transfer of any residence which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such residence owner from liability for any assessment thereafter becoming due or from the lien thereof.

G. Creekside Homeowners Association Option to Remedy Violations. The Creekside Homeowners Association, at its option, shall have the power and right at all times, after reasonable notice to the owner and any occupant, and for the account of the owner, to abate and correct any violation of these Declarations of Restrictions, to plant or re-plant, trim, cut back, remove, replace, cultivate, or maintain hedges, trees, shrubs, plants, or lawns; and to clean, paint, repair, replace, and generally maintain the exterior of a residence in neat and good order to conform with the general attractive character of the area. Any and all expenses which may be incurred by the Creekside Homeowners Association pursuant to the Section 3.2G shall be a charge and a lien against the residence involved with a lien enforceable as above provided in this Section 3.2 and shall be the personal obligation of the owner thereof.

4.0 ATTORNEY FEES.

In the event a suit, action, or other legal proceeding shall be instituted to declare or enforce any right or duty created by this agreement, the prevailing party shall be entitled to recover reasonable attorney fees as fixed by the Trial Court and all Appellate Courts, plus any anticipated collection costs associated therewith.

5.0 COMMON FACILITIES.

5.1 DEFINITION. Within Creekside, Declarant(s) propose to construct certain community facilities for the use, service, or benefit, in common, of the residents of Creekside, or specific portions thereof. These facilities are herein referred to as "Common Facilities" and may include outdoor lighting systems, roads other than those which shall have been accepted by the City of Newberg and incorporated into its road system, sidewalks, and pathways. All roads conveyed shall be maintained at all times in good order sufficient to allow emergency equipment proper access to Creekside. The City of Newberg maintains the right to request the Homeowners make any necessary repairs or maintenance to ensure the safe passage of emergency equipment. Until conveyed to the Creekside Homeowners Association as contemplated by Section 5.2, the Common Facilities shall be under the authority of the Declarant(s) or their nominee, which may be, but need not be, the Homeowners Association, to govern use and control the policies of the Common Facilities. All Homeowners bound by this DECLARATION OF COVENANTS AND RESTRICTIONS shall hereby agree to maintain all common facilities, including but not limited to roads used for public ingress and egress in conformance with the requirements as established by the City of Newberg Planning Department. The cost of the maintenance of the common facilities shall be assessed equally to all residences.
5.2 CONVEYANCE OF COMMON FACILITIES. At such time or times as the Declarant(s) or their successor(s) shall deem the Creekside Homeowners Association, an Oregon non-profit corporation financially capable of operation of the Common Facilities, they shall convey to the Association some or all of the Common Facilities; provided that any part as conveyed shall be free of debt-encumbrance conveyance at the time of conveyance. The Creekside Homeowners Association shall accept each such conveyance, and thereupon shall be vested with authority to govern the facility or facilities so conveyed and thereafter shall be responsible to operate, maintain, and support the facility, and the Declarant(s) thereafter shall have no control over, or responsibility for, the facility (except as to directors of the Homeowners Association) and shall have no obligation or responsibility, financial or otherwise, with respect thereto, except to provide directors in accordance with the Articles and Bylaws of the Creekside Homeowners Association.

6.0 GENERAL PROVISIONS.

6.1 TERMS. All of the restrictions, covenants, and agreements herein contained shall apply to all residences in Creekside, and shall be binding upon all parties claiming under Declarant(s) until January 1, 2011, at which time they shall automatically extend for successive periods of five (5) years; unless, effective January 1, 2011, or at the end of any such five-year extension, the membership of the Creekside Homeowners Association, by two-thirds (2/3) vote of those present and voting at a special meeting called for the purpose, shall resolve to terminate these restrictions; provided that, with the concurrence of Declarant(s) or their successor as developer, during such period as either shall own any real property in Creekside, the restrictions may be changed supplanted, or rescinded in any or all particulars at any time by a vote of two-thirds (2/3) of the Board of Directors of Creekside Homeowners Association at any regular or special meeting called for such purpose. Whereupon, any such change shall be binding upon such owners of a residence in Creekside, and their successors in interest and the occupant of such residence. The requirements of maintenance of the common facilities shall be binding upon the Creekside Homeowners Association, irrespective of any vote or termination date set forth herein until such time as the common facilities are accepted by the City of Newberg.

6.2 ENFORCEMENT. Should any covenant or restriction then in effect be violated, or should an attempt be made to violate any such covenant or restriction, any person owning a residence in Creekside, or the Creekside Homeowners Association, or Declarant(s) or their successor, may prosecute any proceedings in law or equity to restrain or abate such violation against the responsible person. Costs and expenses incurred by the Homeowners Association pursuant to Section 3.2G shall be considered as having been incurred as agent for the responsible person, and shall constitute a lien thereon as provided in Sections 87.005 ORS et seq.

6.3 SUBORDINATION. Any breach of the covenants and restrictions contained herein, a re-entry by reason thereof, or judgment or lien resulting therefrom shall be subordinate to any mortgage or deed in trust heretofore or hereafter executed in good faith and for value encumbering a residence, but shall be binding upon and effective against a subsequent purchaser thereof.
A bona fide purchaser for value or mortgagee, without actual or constructive notice of any existing breach of the conditions and restrictions contained herein shall not be bound thereby; provided the Homeowners Association, through its Board of Directors, may execute, acknowledge, and record a Notice of Claim of Breach, setting forth the facts thereof with any monetary amount involved, description of the residence against which the lien is claimed, and name or names of the reputed owners thereof. Such notice, recorded in Yamhill County, shall be public notice of such breach, and constructive notice to any subsequent purchase, but if no action for enforcement thereof has been commenced within one hundred twenty (120 days) after recording, such notice shall expire and the breach described presumed to have been remedied.

6.4 SEVERABILITY. Invalidated by judgment or decree of any court of any one or more of these restrictive covenants herein defined or as hereafter duly amended shall in no way affect any of the remaining provisions which shall remain in full force and effect.

6.5 BINDING EFFECT. The provisions contained in this DECLARATION, as herein defined or as hereafter duly amended, shall bind and inure to the benefit of, and be enforceable by, the Declarant(s), the owner or owners of any residence in Creekside, and their respective representative, successors, or assigns.

6.6 AMENDMENTS OR MODIFICATIONS. This DECLARATION may be amended or modified by the developer with notice to the City Attorney of Newberg, and to the purchaser of any residence at least ten (10) days in advance of any change to be made, at any time prior to the conveyance of 75% of the lots in Creekside, to owners. In addition, the developer may amend this DECLARATION in order to comply with requirements of the Federal Housing Administration, the Veterans' Administration, the Farmer's Home 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, the State of Oregon, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon which insures, guarantees, or provides financing for houses or lots. This Declaration may be amended or modified by an instrument signed by the owners of a majority of the lots. If there is more than one owner of a lot, the signature of one owner is sufficient. Any and all amendments or modifications to this Declaration must be in writing and shall be recorded as an amendment or modification to this Declaration in the official and public records of Yamhill County, Oregon.

6.7 NON-WAIVER. Failure to delay to enforce any covenant or restriction shall not be deemed a waiver of the right to do so.

Ronald W. Manning, Jr.
Developer

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COVENANTS, CONDITIONS, AND RESTRICTIONS

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STATE OF OREGON

) ss.

County of Yamhill

On the 25th day of December, 1997, personally appeared the above named RONALD W. MANNING and acknowledge the foregoing instrument to be his voluntary act and deed.

Before me:

[Seal]

JANET L. WINDER
NOTARY PUBLIC - OREGON
COMMISSION NO. 063530
MY COMMISSION EXPIRES MAY 6, 2001

Notary Public for Oregon
My commission expires: 6/6/01
CREEKSIDE
COVENANTS, CONDITIONS, AND RESTRICTIONS
AMENDMENT A

1. CONDITIONS, RESTRICTIONS, COVENANTS

E. All building and improvements on any lot shall conform to the following
criteria and requirements:

(1) No dwelling shall be permitted if its total floor area, exclusive of
porches and garages, is less than eight hundred (800) square
feet total. In the event of two story construction, there shall not
be less than five hundred (500) square feet on the first floor.

(2) All garages shall conform generally in architectural design
and exterior materials and finish to the dwellings to which
they are appurtenant.

Creekside C.C. & R's Recorded November 26, 1997
Instrument #199719743

Ronald W. Manning, Jr.
Developer

STATE OF OREGON

County of Yamhill
On the 26th day of February, 1998, personally appeared the
above named, Ronald Manning, and acknowledge the foregoing instrument
to be his voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My commission expires: 1/1/2000

Ron Manning
2310 Chulahua Dr
Newberg, OR 97132

2/10/98
CREEKSIDE CC&R'S1.WPS

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COVENANTS, CONDITIONS, AND RESTRICTIONS
AMENDMENT A

3.0 CREEKSIDE HOMEOWNERS ASSOCIATION. Creekside Homeowners
Association has been duly formed and incorporated as an Oregon non-profit corporation.

3.2 ASSESSMENTS, PURPOSE OF ASSESSMENTS, LIENS, AND COLLECTIONS.

C. Basis of Annual Assessments. Subject to change as hereinafter
provided, the annual assessment shall be Zero Dollars ($0.00) per
residence upon occupancy. The annual assessment must be
increased to a reasonable dollar amount as established by the
Board effective January 1, 1999 or upon the election of the Board
members which ever is sooner. The annual assessment may be
increased or decreased effective January 1 or July 1, of each calendar
year thereafter by action of the Board, without vote of the membership.

Creekside C.C.&R's Recorded November 26, 1997
Instrument #199719743

Recorded in Yamhill County, Oregon
CHARLES STERN, COUNTY CLERK

Ronald W. Manning, Jr.
Developer

STATE OF OREGON

County of Yamhill

On the 10th day of March, 1998, personally appeared the
above named, Ronald W. Manning, and acknowledge the foregoing instrument
to be his voluntary act and deed.

Before me:

Official Seal

Notary Public for Oregon
My commission expires: 3/14/19

After Recording Send To:

Ron Manning
2310 N. Chenailem Dr.
Newberg, OR 97132

3/9/98
CREEKSIDE CC&R'S1.WPS
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Pertaining to and affecting Creekside, a sub-division, the plat of which is recorded in the Office of the County Clerk for Yamhill County, Oregon, and all other plats contiguous thereto or joined thereto by successive contiguous plats which in the future shall be recorded by Declarant(s) or their successor in interest, and to which these declared conditions and restrictions shall be made applicable by declaration of the owner or owners or dedicator of any such plat.

Declarant(s) hereby certify and declare they have established and do hereby establish the following general plan, including, but not limited to, the Conditions and Restrictions herein defined, for the improvement, protection, and benefit of property in Creekside, a sub-division the plat of which is recorded in the Office of the County Register of Deeds for Yamhill County, Oregon, and all other plats which in the future shall be recorded by Declarant(s), or their successors in interest, and to which these declared conditions and restrictions shall be made applicable by the declaration of the owner or owners or dedicator of any such plat, which plat(s), individually and collectively, are referred to herein as Creekside and does hereby establish the following conditions, restrictions, and covenants subject to which each and all residential lots, single family dwellings, and residences of every kind and to any other buildings of any nature or purpose in Creekside, all of which are herein referred to as "Residences", shall be held, used, occupied, leased, sold, or conveyed; each and all of which shall run with the land and shall inure to the benefit of, be imposed upon, and pass to the successor in interest of each and all said residence as a servitude in favor of and enforceable by the owner or owners or any other of such residence. This amendment specifically revokes any declaration of a homeowners association found in prior Creekside declarations.

1.0 CONDITIONS, RESTRICTIONS, COVENANTS

1.1 LAND USE. The general plan for location of residence, recreational, and other buildings for public or common use, commercial area, and recreation areas, and offices shall be as specified in the Creekside recorded plat(s). Only single family dwellings and amenities related to any thereof, shall be constructed or maintained in areas designated for residential purposes only; provided, exceptions or as provided in Section 1.10. Provided however, as long as Declarant(s) or their successor in interest shall own property in Creekside it shall be entitled to maintain a sales office and such model homes as it in its sole discretion, shall determine to be necessary or helpful to the sale of residence in the development.

1.2 ALTERATIONS AND ADDITIONS, TEMPORARY STRUCTURES, ETC.
No exterior alteration or addition shall be made to any premises without the prior written approval of the Declarant(s) or the Association as provided in Section 1.10 and 2.0 et seq.

1.3 FENCES, HEDGES, AND WALLS. On all lots no fence, hedge, structure, or wall (other than a necessary retaining wall) shall be constructed or exist between the setback line and the property line without the prior written approval of the
Declarant(s) or as provided in Section 1.10. No planting or structure obstructing vision at roadway intersections or driveways, shall be permissible or maintained.

1.4 ANIMALS. No livestock or poultry of any kind shall be raised, kept, or bred on any residence. Other than a maximum of two household pets, no animals or fowl shall be kept or allowed to be kept on any lot or residential premises. Household pets may not be kept, bred, or maintained for a commercial purpose. Dogs shall be confined to the dwelling or by fully enclosed fencing of the rear portion of the lot in a manner that fully restricts exterior vision of the animal, and dogs shall not be permitted to run free or otherwise to be or become a nuisance or source of annoyance to other residents.

1.5 SIGNS. No sign shall be erected or displayed upon any residence or building without prior written permission as provided in Section 1.10; provided, such permission shall not be required for one sign no larger than 6 inches by 24 inches displaying the name and/or address of the occupant; or for one temporary sign no larger than 18 inches by 24 inches advertising the property for sale or rent; or for temporary community decorations, but such signs must be removed upon the sale, rental of the residence, or conclusion of the community project.

1.6 USE OF PROPERTY. No dwelling is to be used for the conduct of business or for any commercial purpose unless prior written approval is obtained as provided in Section 1.10. No oil or gas well, mine or quarry, or equipment therefore and no appliance or structure for business purposes shall be located or operated on any of said property designated as residential premises. Installation of flag poles, radio antennas, satellite dish(es), exterior-mounted television antennae, exterior machinery for cooling and/or heating, structures detached from the residence are prohibited on or about residence or buildings unless prior written approval is obtained as provided in Section 1.11. Drying lines or apparatus shall be screened from exterior view. Garbage and other waste shall be kept in sanitary containers away from public view and regularly disposed of, and nothing shall be done which may constitute a nuisance or aesthetic burden to the neighborhood or other occupants.

1.7 LANDSCAPE AND MAINTENANCE. To provide uniformity, all front yards of residences shall be landscaped by builder prior to occupancy of residence in a pattern as established by Declarant(s). Additional landscaping of yards shall be completed within a reasonable time, but in any event, within eight (8) months after building completion, and shall conform to the general pattern of others in the community as established in the sole discretion of the Declarant(s). All yards and growth thereof shall be maintained, cultivated, and kept free from insects and diseases.

1.8 SLOPE AND DRAINAGE EASEMENTS. The owner and occupant of a residence will permit access by the owner or occupant of an adjoining or adjacent residence to slopes or drainage-ways on the property of the former to maintain slopes or drainage facilities for the protection and use of such adjoining or adjacent site. Each owner will not block, hinder, or interfere with the established drainage pattern over his land from adjoining or adjacent land.

1.9 RESTRICTIONS ON RESIDENCE AND OWNERS.

A. No clearing, grading, tree cutting, or land filling shall take place on any lot.
until it has been approved in writing by the Creekside Homeowners Association as provided in Sections 1.10

B. All residences shall use black composition roofing for roofing purposes unless a variance is approved by a majority vote of the Architectural Control Committee. Samples of all exterior colors and of all exterior siding, brick, stone, or other special materials shall be submitted to the Architectural Control Committee for approval.

C. No noxious or offensive activity shall be carried out on/upon any residence, nor shall anything be done, grown, or placed upon any lot which interferes with or jeopardizes the enjoyment of other residence owners within this subdivision.

D. No owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when it is inoperable or it exhibits significant damage that offends the occupants of the neighborhood.

E. All building and improvements on any lot shall conform to the following criteria and requirements:

1. No dwelling shall be permitted if its total floor area, exclusive of porches and garages, is less than one thousand (1,000) square feet total. In the event of two story construction, there shall not be less than five hundred (500) square feet on the first floor.

2. All garages shall be set back a minimum of five (5) feet from the front of the dwelling and conform generally in architectural design and exterior materials and finish to the dwellings to which they are appurtenant.

3. Plans shall accommodate all roof pitches of no less than 6-12 on all dwellings, garages or any other buildings constructed.

4. No outdoor overhead wire or service drop for distribution of electric power or for telecommunication purposes, pole, tower, or other structure supporting outdoor overhead wire(s) shall be erected, placed, or maintained.

5. No healthy, non-hazardous tree on any lot located outside the residence footprint may be removed without approval of the Architectural Control Committee.

6. Any damage to roads or curbs in Creekside which occurs during the course of a residence owner's construction or later shall be the responsibility of that residence owner. Repair of such damage, if not undertaken by the residence owner within sixty (60) days of completion of construction, may be undertaken by the Creekside lot owners. The cost of such repair shall be billed to and borne by the residence owner and shall be payable within thirty (30) days after it becomes due. Failure to pay for any
repair billed shall cause the residence owner to be liable for interest at the rate of (18%) per annum and costs of collection and such unpaid amounts shall become a lien on the residence owned by the residence owner.

(7) Easements as shown on the sub-division plat shall be preserved by the respective residence owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any residence which has an easement shall maintain the easement area at his/her expense, except for improvements for which a public authority or utility is responsible.

(8) The exterior finish of all construction on any lot shall be designed, built, and maintained in such a manner as to blend in with the existing structures and landscaping within this sub-division. The exterior plan and exterior colors must be approved by the Architectural Control Committee. The exterior siding shall be of a lap siding type on sides which face a street. Exterior trim, fences, doors, railings, decks, eaves, gutters and exterior finish on garages and other accessory buildings shall be designed, built, and maintained to be compatible with the exterior of the structures they adjoin. Mailbox and newspaper receptacles placed in front of any lot shall be included in a single structure, using the design provided by Declarant(s), unless otherwise dictated by the U.S. Postal Service.

1.10 GRANT OF WAIVERS OR CONSENTS. Jurisdiction and authority to grant or extend exceptions, variances, waivers, and consents contemplated by the foregoing SECTIONS 1.1 through 1.9, inclusive, shall be exclusively in the Declarant(s) or their successor as developer, during such period as Declarant(s) or their successor shall own any real property in Creekside.

2.0 ARCHITECTURAL CONTROL COMMITTEE

2.1 ARCHITECTURAL REVIEW. No structure, including storage shelters, shall be commenced, erected, placed, or altered on any lot until construction plans and specifications and a plat showing the nature, shape, heights, materials, colors, and proposed location of the structure or change have been submitted to and approved in writing by the Architectural Control Committee ("the Committee"). It is the intent and purpose of this covenant to assure quality of workmanship and materials, harmony of external design with the existing structures as to location, topography, and finished grade elevations to avoid plan repetition. In all cases, the Committee's consent is required.

A. MAJOR CONSTRUCTION. In the case of initial or substantial additional construction of a dwelling or other improvements, the owner shall prepare and submit to the Committee such plans and specifications for the proposed work as the Committee may require. Materials required by the Committee may include, but not necessarily be limited to, the following:

(1) A plan indicating location of all improvements, including private drainage.
(2) Drawings showing elevations, exterior materials, and exterior color schemes of all improvements, including the mailbox structure and fencing.

(3) Drawing showing yard landscape design and location including descriptions of plant materials. The parking strip shall be included in the landscaping plan.

The Committee shall render its decision with respect to the proposal after it has received all required materials.

B. MINOR CONSTRUCTION. In the case of minor additions or remodeling, change of existing exterior color scheme or exterior materials, greenhouse, or swimming pool construction, or any other work not referred to in Section A above, the owner shall submit to the Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Committee shall render its decision with respect to the proposal after it has received all required materials.

2.2 ARCHITECTURAL CONTROL COMMITTEE DECISION. The Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that Declarant(s) intend for the subdivision. Considerations such as siting, shape, size, color, design, height, impairment of the view from other lots within the subdivision, or other effects on the enjoyment or other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

2.3 MEMBERSHIP, APPOINTMENT AND REMOVAL. The Architectural Control Committee shall initially consist of Declarant(s); thereafter, the Committee shall consist of as many persons as the Declarant may from time to time appoint. The Declarant(s) shall keep a list of names and addresses of Committee members. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these covenants.

2.4 LIABILITY. Neither the Architectural Control Committee nor any member thereof shall be liable to any owner, occupant, builder, or developer for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act by the Committee or a member thereof, provided that the member has, in accordance with actual knowledge possessed by him/her, acted in good faith.

2.5 ACTION. Except as otherwise provided herein, any two members of the Architectural Control Committee shall have power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee must render its decisions in writing.

2.6 NON-WAIVER. Consent by the Committee to any matter proposed to it within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

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2.7 EFFECTIVE PERIOD OF CONSENT. The Committee's consent to any proposed work shall automatically be revoked on year after issuance unless construction of the work has commenced or the owner has applied for and received an extension of time from the Committee.

3.0 ATTORNEY FEES.

In the event a suit, action, or other legal proceeding shall be instituted to declare or enforce any right or duty created by this agreement, the prevailing party shall be entitled to recover reasonable attorney fees as fixed by the Trial Court and all Appellate Courts, plus any anticipated collection costs associated therewith.

4.0 COMMON PROPERTY.

4.1 STANDARDS. All homeowners bound by this Declaration of Covenants and Restrictions shall maintain all common property in conformance with requirements established by the City of Newberg Planning Department.

4.2 OWNERSHIP AND MAINTENANCE OF COMMON PROPERTY.

The Common Property in Creekside is designated Tracts A and B. The Tracts, except for the entry monument and its surrounding landscaping in Tract B, shall remain in the natural state. As Declarant, its heirs or assigns, transfers each lot in Creekside to subsequent purchasers each such purchaser shall acquire an undivided ownership in the Common Property.

This agreement shall continue in perpetuity and is intended to and does attach to and run with the land affected herein. This agreement is binding on the undersigned land owners and all persons claiming under it. It is the intent of Declarant to create a continuing obligation and right initially on the part of itself and subsequently on all owners of the lots and land described herein.

The owners of lot in Creekside shall confer from time to time or upon notice from a Governing Authority regarding performance of required maintenance under this agreement. In the event that any owner fails or neglects to pay their portion of the maintenance costs, the remaining lot owner(s) shall have the right to institute appropriate proceedings in the court of competent jurisdiction. The prevailing party shall recover his or her actual collection costs, whether or not suit or action is filed. In the event suit or action is filed, the prevailing party shall be entitled to recover reasonable attorneys fees as may be set by the trial and/or appellate court, as the case may be, in addition to other sums provided by law. In no event shall the prevailing party's attorney fees be less than $1,000.00.

All owners of lots in Creekside shall be jointly responsible for maintenance of the Common Property. Improvements shall be maintained in a good and workmanlike manner so as to comply with minimum applicable governmental standards and be safe for public travel. All maintenance and repair work shall commence after a firm bid therefore has been secured from a responsible contractor acceptable to all parties. Work shall be deemed necessary when owners of the lots agree it is necessary or governmental body or bodies notify the owners(s) of one or more of Lots it is necessary. Work shall be scheduled to commence at the time either of the above identified events occur. The parties shall have the right to agree to perform any repair work themselves so long as the COVENANTS, CONDITIONS, AND RESTRICTIONS.
work is shared equally by the parties, or in the alternative the parties who desire not to participate shall compensate the other lot owners for the time and materials utilized in connection with the repair work. Notwithstanding any of the foregoing, if any lot owner causes specific damage, above normal wear and tear, the lot owner shall be solely responsible for repairing the damage. The repairs of such damage shall be made under the name of the responsible lot owner by a contractor acceptable to a majority of the parties. Construction shall commence within 30 days of the date of damage or notice, weather conditions permitting. If the weather delays immediate repair of the damage, the work shall be commenced as soon as the weather does so permit. Should any disagreement of the lot owners occur over specific damage responsibility, a remedy shall be sought by a meeting of a majority of the lot owners. If the parties cannot agree among themselves, they shall select an independent arbitrator, or arbitrators, who shall decide which lot owner is responsible for the damage. The decision of the arbitrator(s) shall be final. The costs of arbitration shall be shared equally by the lot owners. All work performed at any time on the road shall be performed in a good and workmanlike manner and in compliance with all laws, ordinances, building codes and other governmental regulations applicable to the work being performed. The lot owner(s) causing the work to be performed shall promptly pay the expenses of the work. The party performing the work will have the right to enter onto the other lot owner(s) parcels to the extent entry is reasonably necessary in connection with the work, after reasonable advanced notice. The work shall be performed in a manner designed to cause a minimum of interference with the lot owner(s).

Tracts A and B shall be subject to such easements, both private and public, as may be necessary to provide water, drainage, sewer and other utility services to owners of property in Creekside.

Each lot owner shall carry public liability and property damage insurance with a responsible insurance company covering that party’s interest in the common property. The insurance shall cover, at a minimum, all risks arising directly or indirectly out of the public use of said property.

5.0 GENERAL PROVISIONS.

5.1 TERMS. Those covenants shall run with and bind all the property within this subdivision for a term of twenty five (25) years from the date this declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This declaration or parts thereof can be terminated, revoked or amended only by duly recording an instrument which contains the amendment or the order of revocation or termination and which is signed by the owners of seventy five percent (75%) of the platted lots except that the Declarant shall retain the authority to make amendments until the last lot is constructed upon. The requirements of maintenance of the common property shall be binding upon all lot owners of Creekside until such time as the common property is accepted by the City of Newberg.

5.2 ENFORCEMENT. Should any covenant or restriction then in effect be violated or should an attempt be made to violate any such covenant or restriction, any person owning a lot in Creekside, or Declarant(s) or their successor, may

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prosecute any proceedings in law or equity to restrain or abate such violation against the responsible person.

5.3 SUBORDINATION. Any breach of the covenants and restrictions contained herein, a re-entry by reason thereof, or judgment or lien resulting therefrom shall be subordinated to any mortgage or deed in trust heretofore, or hereafter executed in good faith and for value encumbering a residence, but shall be binding upon and effective against a subsequent purchaser thereof.

5.4 SEVERABILITY Invalidated by judgment or decree of any court of any one or more of these restrictive covenants herein defined or as hereafter duly amended shall in no way affect any of the remaining provisions which shall remain in full force and effect.

5.5 BINDING EFFECT. The provisions contained in this DECLARATION, as herein defined or as hereafter duly amended, shall bind and inure to the benefit of, and be enforceable by, the Declarant(s), the owner or owners of any residence in Creekside, and their respective representatives, successors, or assigns.

5.6 AMENDMENTS OR MODIFICATIONS. This DECLARATION may be amended or modified by the developer with notice to the City Attorney of Newberg, and to the purchaser of any residence at least ten (10) days in advance of any change to be made, at any time prior to the conveyance of 75% of the lots in Creekside, to owners. In addition, the developer may amend this DECLARATION in order to comply with requirements of the Federal Housing Administration, the Veterans' Administration, the Farmer's Home 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, the State of Oregon, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon which insures, guarantees, or provides financing for houses or lots. This Declaration may be amended or modified by an instrument signed by the owners of 75% of all lots in Creekside. If there is more than one owner of a lot, the signature of one owner is sufficient. Any and all amendments or modifications to this Declaration must be in writing and shall be recorded as an amendment or modification to this Declaration in the official and public records of Yamhill County, Oregon.

5.7 NON-WAIVER. Failure to delay to enforce any covenant or restriction shall not be deemed a waiver of the right to do so.
STATE OF OREGON  

County of Yamhill  

On the 14th day of August, 1998, personally appeared the  
above named Ronald W. Manning, Jr., and acknowledge the foregoing instrument  
to be his voluntary act and deed.  

Before me:  

[Signature]  

Notary Public for Oregon  

My commission expires: 7/1/2002