

DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS

Of

WORKMAN'S AIRPARK No. 1

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS, hereafter called "Declaration" is made and executed this 30th day of June 1972, by DAVID A. NELSON and HAROLD E. WORKMAN and PATRICIA M. WORKMAN, husband and wife, hereinafter called "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Clackamas County, State of Oregon, more particularly described as follows:

Beginning at 2" iron pipe which is N 87°35', E 695.28 feet and S 0° 02'45" W30.03 feet from the N.E. corner of the A.E. Gribble D.L.C. in Sec. 22 T.4 S, R.1E, W.N. Thence from said initial point S 0° 02'45" W 552.93 feet, N 88° 05'20" E 1269.88 feet; N 0° 02'45" E 562.17 feet, S88°36; W 765.91 feet, S 87° 24' W 504.02 feet, S 0° 02' 45" W10.01 feet to the point of beginning.

WHEREAS, Declarant desires to subject the above described real property to similar restrictions, conditions, and charges for the benefit of both properties and its present and subsequent owners as hereinafter specified; and

WHEREAS, the power to enforce certain such restrictions, conditions, reservations and charges is to abide in Workman's Airpark No. 1 and No 2 Homeowner's Associations; and

WHEREAS, Declarant desires and intends, by filing this Declaration, to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said units and the owners thereof;

NOW, THEREFORE, Declarant hereby declares that all properties described above shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following restrictions, covenants, conditions, uses, limitations, exceptions and obligations; all of which shall be deemed to run with the land and shall be a burden and benefit to Declarant, his successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, personal representatives, devisees or assigns.

ARTICLE II.

ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Annexation of additional property shall require the assent of persons entitled to cast two-thirds (2/3) of the votes of the Class B members present in person or by written

proxy (except as provided in Section 2 hereinbelow); the assent of persons entitled to cast two-thirds (2/3) of the votes of the Class A members present in person or by written proxy at a meeting of the Association duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting setting for the purpose of said meeting.

The presence of members entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum at such meetings. In the event that a quorum is not forthcoming at any such meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such meeting shall be one-half (1/2) of the required quorum at the preceding meeting. If the assent is not forthcoming, no subsequent meeting shall be held for the purpose of annexing such property for sixty (60) days from the date of the last of such meetings.

Section 2. If, within fifteen (15) years from the date of the recording of the Declaration of Workman's Airpark No. 1, the lands, such additional contiguous lands may be annexed to the properties described herein, without any meeting and without the assent of the Class A members, by the owners of such property recording covenants subjecting all or any part of the land to the jurisdiction of the Association; provided, however, that such covenants shall contain provisions substantially similar to those contained in this Declaration and shall provide for assessments of the owners of such additional property, either at a rate equal to or greater than that assessed against the then current Association members, or the rate approved by a voter of the two-thirds (2/3) of the votes of each class of membership.

ARTICLE III.

MEMBERSHIP VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership: Members of the Association shall be every owner of a fee or undivided fee interest in any lot or parcel subject to the covenants herein of record to assessment by the Association and every person who holds a contract purchaser's interest of record in a lot or parcel. There shall be no other qualification for membership except as set forth above. Membership shall terminate upon transfer of fee simple title by an owner or shall terminate upon transfer of fee simple title by an owner or the contract purchaser's interest by a contract purchaser who qualifies as a member. If an owner sells a lot by contract of sale, and upon recordation thereof, the owner's membership shall terminate and the contract purchaser's membership shall commence.

Section 2. Voting Rights: There shall be two classes of voting membership, as follows:

Class A

Class A members shall be all those members other than the Declarant. Class A members shall be entitled to one (1) vote for each lot or parcel in which they hold the interest required for membership by Article III, Section 1, hereinabove. If more than one person holds such interest or interests, all such persons shall be members but the vote for such lot or parcel shall be exercised as the persons holding such interest determine between themselves, provided,

however, that in no event shall more than one (1) vote be case with respect to such lot or parcel. Class A members shall be entitled to elect two (2) members to the Board of Directors of the Association so long as there is a Class B membership

Class B

The Class B members shall be the Declarant. The Class B members shall be entitled to elect three (3) members of the Board of Directors of the Association. Class B membership may be converted to Class A membership at the option of the Class B member evidenced by written notice to the Secretary of the Association, provided, however, that Class B membership shall be converted to Class A membership without motion or further act or deed on July 1, 1987.

ARTICLE IV.

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment: Subject to the provisions of Section 4 of this Article, every member shall have a right of easement and enjoyment in and to the common properties, to-wit: the domestic water system and such easement shall be appurtenant to and shall pass with the title to every lot or parcel, and upon the recordation of any contract of sale of a lot or parcel.

Section 2. Title to Common Properties: The Declarant may retain legal title to the common properties and until such time as in his own opinion the Association members are able to maintain the same. Notwithstanding the foregoing, the Declarant shall convey the common properties to the Association members not later than July 1, 1980. The Declarant, if directed by the Association members pursuant to the same vote of membership as required for dedication of the common properties, may convey the common properties to a municipal corporation, public agency or authority rather than convey such common properties to the Association.

Section 3. Extent of Common Properties and Members' Easements: The common properties shall consist of the domestic water system, including the well, pump and water line, together with the easements for the same as delineated upon the duly recorded plat of Workman's Airpark No. 1 and No. 2.

The rights and easements of use and enjoyment created hereby shall be subject to the following:

- a) The right of the Association to suspend the rights of use of any member for any period during which any assessment remains unpaid; and
- b) The rights of the Association to dedicate or transfer all or any part of the common properties to any municipal corporation, public agency or authority for such uses and purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer, however, shall be effective except pursuant to a vote of the members as provided by Article III, Section 2, herein.

Section 4. Additional Easement for Member's Use and Enjoyment of Adjacent Airstrip: In addition to the member use and enjoyment of common properties, as set forth herein, every member shall have a right of easement and enjoyment in and to a 100 foot by 2240 foot airstrip situated south, and contiguous to, said Workman's Airpark; said 100 foot wide airstrip being particularly described as follows:

Beginning at the Southwest corner of Workman's Airpark No. 1 in Section 22, Township 4 South, Range 1 East of the Willamette Meridian, Clackamas County, State of Oregon; thence North 88° 05' 20" East 2236.59 feet, thence South 01°54'40" East 100.00 feet; thence South 88°05'20" West 2240.00 feet; thence North 0°02'45" East 100.06 feet to the place of beginning.

Fee title to said airstrip, described hereinabove, is hereby reserved, subject to the easement for use and enjoyment granted herein and as disclosed on the recorded plat. Said airstrip shall be subject to the covenant for maintenance assessment, as set forth in Article V herein, and for this purpose is included in the common properties hereinabove set forth.

Section 5. Delegation of use: Any member may delegate his right of enjoyment to the common properties, as set forth herein, to the members of his family or to his tenants.

ARTICLE V.

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Declarant, for each building site owned by him within the properties, hereby covenants, and each owner of any lot or parcel, by acceptance of the Deed or Contract vendee's interest therefor, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree to pay for the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the owner of such property at the time the assessment becomes due.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of maintaining the common properties and promoting the health, safety, enjoyment and welfare of the residents of the properties, and in particular for the improvements and maintenance of the common properties owned by the Association and the airstrip, as described hereinabove, to which an easement for the use and enjoyment thereof is a granted to each member of the Association.

Section 3. Basis of Annual Assessments: Unless changed by vote of the membership as hereinafter provided, the maximum annual assessment against any lot or parcel shall be \$120.00 per year, which shall be used as follows:

- a) A minimum of \$7.00 per month shall be used for airstrip maintenance.
- b) The balance thereof shall be used for payment of the utility costs for the water system, maintenance and any improvements thereon. The Board of Directors of the Association may, after consideration of the current maintenance cost and the financial requirements of the Association, fix the annual assessment at an amount less than the maximum. Upon the vote of the membership as hereinafter provided, the Association may change the maximum annual assessment fixed by this Section.

Section 4. Special Assessments for Capital Improvements: Upon vote of the members of the Association in the manner hereinafter set forth, the Association may levy, in addition to the annual assessments, a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole, or in part, the cost of construction or reconstruction or expected repair or replacement of a described capital improvement upon the common properties, including necessary fixtures and personal property relating therein.

Section 5. Voting and Notices for Special Assessments and Change of Maximum Assessment: Any special assessments or change of maximum annual assessment must have the assent of two-thirds (2/3) of the vote of each Class of members who are voting in person or by proxy. At a meeting duly called for that purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of the meeting, setting forth the purpose of the meeting.

Section 6. Date of commencement of Annual Assessment: The initial annual assessment shall commence on the first day of such month as determined by the Board of Directors of the Association; and shall be made for the balance of the calendar year and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on January of each year.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessment for the first time shall be prorated on a calendar year basis according to the date of the first assessment or on the date on which said property first becomes subject to assessment. The due date of any special assessment shall be fixed in a resolution authorizing such assessment.

Section 7. Duties of the Association Directors: The Directors of the Association shall fix the amount of the annual assessment against each lot or parcel and give the owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Directors shall cause to be prepared a roster of the property subject to assessments with assessments applicable to each parcel and shall keep such roster in the Association office subject to inspection by any owner.

The association shall, upon demand at any time, furnish to any owner liable for an assessment, a certificate in writing setting forth whether the assessments on such property owned by such owner have been paid.

Section 8. The Effect of Non-Payment of Assessments: Lien of Association Members: If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and shall bear interest at the rate of eight percent (8%) per annum from such due date. The Association members shall file, as individuals, in the office of the County Clerk in which the property is located, within ninety (90) days after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper satisfaction of such lien. Such assessments with interest set forth above shall constitute a lien on such lot from the date of filing notice of delinquency until the lien is released as herein provided. The individual Association members may bring an action at law to enforce payment of a delinquent assessment against the owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association members, the delinquent owner shall be liable for the Association members' court costs and disbursements and reasonable attorney fees to be fixed by the Court; such costs, disbursements and attorney fees to be further secured by such lien. No owner may waive or otherwise escape liability for assessment by non-use of the common properties and airstrip easement or abandonment of his lot or parcel of property.

Section 9. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust. Sale or transfer of any lot or parcel shall not affect the assessment lien. However, the sale or transfer of any lot or parcel which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under said mortgage or any proceeding in lieu of foreclosure thereof, including sale under a deed of trust, shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such lot from liability from the assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property: All properties to the extent of any easement or other interest therein dedicated and accepted by a municipal, county, or other local public authority and devoted to public use, shall be exempt from the assessments, charges and liens created herein.

ARTICLE VI

RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS

Section 1. No building site shall be used except for single family residential purposes. Outbuildings shall be permitted and may include a garage and/or aircraft hangar as permitted under these conditions and restrictions. The construction and appearance of a garage shall be equal to the exterior construction and conform to the appearance of the attached dwelling. The size of aircraft hangar buildings on all lots located within the duly recorded plat of Workman's Airpark shall be a maximum site of 3000 square feet.

Section 2. Livestock and Poultry: No animals, livestock or poultry shall be raised, bred, kept or maintained for commercial purposes. Animals are specifically restricted to dogs and

cats as pets, and only so long as they do not constitute an annoyance, nuisance, or menace to the neighborhood.

Section 3. No noxious or offensive activity shall be carried on upon any parcel or any part thereof, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a residential district.

Section 4. It shall be the duty of any owner of any lot or the occupant of any building on any lot to improve and maintain, in proper condition, all areas included within the property line and designated as easements for water or other utilities, drainage and runway easements as designated on the duly recorded plat, together with any area herein designated as easement for aircraft use.

It shall also be the duty of any owner of any lot or the occupant of any building on any lot to repair, at his own cost, in a proper and workmanlike manner all damages to the easements including, but not limited to, underground wires, pipes, and tile within the property lines.

Section 5. No lot shall be used or maintained as a dumping ground for rubbish, garbage or trash. Garbage and other waste shall be in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and comply with all local, state or federal requirements.

Section 6. No individual sewage disposal systems shall be permitted on any lot unless the system is designated and located and constructed in accordance with the requirements, standards, and recommendations of all controlling local or state public health authorities.

Section 7. No residence shall be in any manner occupied while in the course of original construction or until it complies with all requirements as to area and with all other conditions and restrictions thereto. The construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until fully completed and all structures must be completed in not more than 18 months from the date of commencement of construction.

Section 8. No plot or parcel may be subdivided from the original and official recorded plat.

ARTICLE VII.

RESTRICTIONS REGARDING CONSTRUCTION AND MAINTENANCE

Section 1. Architectural Committee: The Declarant may appoint an architectural committee of three or more persons; which committee may subsequently be appointed by the Association Directors at the option of the Declarant and who may then act for the Directors to the extent as set forth in this Declaration.

Section 2. Restrictions on Construction, Maintenance and Improvements: The following restrictions are applicable to construction, maintenance and improvements on the properties:

- a) No building, fence, hedge, wall or other structure shall be commenced, erected or maintained upon the properties nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted and approved in writing by the Declarant or by the Architectural Committee. In the event the Declarant or Architectural Committee fails to approve or disapprove such design and location within 45 days after such plans and specifications have been submitted, approval will not be required and this action shall have been deemed to have been fully complied with.
- b) Each single family dwelling house shall have a floor area of not less than 1350 square feet, exclusive of porches, patios, basements and garages, and shall contain at least one (1) break in the roofline.
- c) All buildings erected on the properties included herein shall have minimum setbacks as follows;
 - 1) 30 feet from the south property lines of Lots 1 and 2 of each Block.
 - 2) 30 feet from the north property line bordering J.K. Gribble Road No. 479 of Lots 1 and 2 in each Block.
 - 3) 10 feet on all side property lines (east and west property lines) (handwritten on original copy "also 5' drainage easement")
 - 4) 5 feet on all side easement lines.
 - 5) 10 feet on Lots 3 and 4 of each Block, on the property lines common with Lots 1 and 2
- d) No fence more than 4 feet in height shall be constructed within the setback lines on the north-south access. The height of all other fencing is herein restricted to a maximum of 6 feet.

Provided, however, that in order to provide for aircraft to meet or pass other aircraft, no buildings, fences, or shrubbery shall be placed on Lots 3 and 4 of any Block within thirty (30) feet of the south property line thereof. Said thirty feet shall be maintained by the owner as a sod strip for support of light aircraft. Provided, further, that in order to provide for aircraft wing overhang, no buildings or fences and no plant growth in excess of 2 feet in height shall be placed on the twenty-foot strip of ground which is adjacent to, northly of and parallel with the north line of the southerly thirty feet of Lots 3 and 4 of each Block herein reserved for the meeting and passing of aircraft.

ARTICLE VIII.

RESERVATION OF EASEMENTS

Declarant hereby grants to the Association and also reserves unto himself, his successors and assigns, perpetual easements over, under and across all common properties and under, over and across the designated easements and strips of land running along and interior to the property lines of each lot or parcel and each block as set forth and recorded on the recorded plat, for the purpose of erecting, constructing, maintaining or operating any utility systems and all functions pertaining thereto beneath, upon or above the surface of all common property and properties included in all easements indicated on the recorded plat.

Declarant reserves the right to cut and/or trim any tree, shrub or other growth or remove objects on such common property, or the easements reserved herein, which may interfere with or menace the safe flight of aircraft, or the construction, maintenance or operation of any utilities.

ARTICLE IX.

MAINTENANCE OBLIGATIONS OF OWNER

Section 1. Vacant Lots: It is the intent of these restrictions that vacant lots be maintained in a reasonable condition. Therefore, the Declarant or the Association shall have the right at all times to enter upon any lot or parcel that is vacant and unkept by the owner, after reasonable notice to the owner, to remove debris, weeds or other waste materials and to trim, cut back, remove if damaged or dead, cultivate, eradicate, and/or maintain natural growth or other improvements and to charge the expense thereof to the owner as an assessment. The Association shall have the same rights with respect to such assessment as set forth in Article V pertaining to annual and special assessments.

Section 2. In the event the Declarant, or the Association, has permitted an owner to plant a portion of the common are designated for all member's use and enjoyment abutting the owner's property in accordance with the owner's landscaping design, the owner shall thenceforth be obligated to maintain such planting at his own expense. Failure of the owner to maintain the landscaping of such portion of the common properties shall give the Association the right, upon reasonable notice to the owner, to maintain such areas of the common properties and to charge the expense thereof to the owner as an assessment to be collected in the same manner as provided by Article V.

Section 3. Reasonable notice, as that term is used in this Article, shall mean mailing of notice by certified mail to the last known address of the owner shown on the books of the Association not less than ten (10) days before entry on such owner's property is made and maintenance of such is undertaken pursuant to Article IX, Section 2.

ARTICLE X.

GENERAL PROVISIONS

Section 1. Duration: Covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association members or respective legal representatives, heirs, successors and assigns for a period of twenty-five (25) years from the date this Declaration is recorded. After such term, such covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by then-owners of two-thirds (2/3) or the parcels has been recorded agreeing to change said covenants and restrictions in whole or in part. The covenants and restrictions of this Declaration may be amended during the first twenty-five year period by an instrument signed by the Class B members and by not less than seventy-five percent (75%) of the Class A

members and thereafter by an instrument signed by not less than two-thirds (2/3) of all members. Any amendment must be properly recorded.

Section 2. Notice: Unless otherwise provided herein, any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid to the last known address of the person who appears as member or owner upon the records of the Association at the time of such mailing.

Section 3. Enforcement: The members of the Association, collectively, or any individual member shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration and a similar right shall exist with respect to the recovery of damage for such violation. Failure of the Association members, or an individual owner, to enforce any covenants or restrictions herein contained shall in no way be deemed a waiver of the right to do so thereafter.

Section 4. Severability: Invalidation of any one of these covenants or restrictions by judgment or Court decree shall in no way affect any other provisions of this Declaration; the balance thereof remaining in full force and effect.

Section 5. Effective Municipal or County Ordinances: Police, fire or other public safety ordinances of any municipal or county authority having jurisdiction over any portion of the properties described herein, shall govern where more restrictive than these covenants and restrictions.

Section 6. In construing this Declaration and where the context so requires, the singular pronoun may be taken to mean and include the plural, the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, we, the undersigned, the Declarant herein, have hereunto set our hands and seals on the day and year first set forth hereinabove.

DAVID A. NELSON
HAROLD E. WORKMAN
PATRICIA M. WORKMAN

DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS

Of

WORKMAN'S AIRPARK No. 2

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS, hereafter called "Declaration" is made and executed this ____ day of _____, 1976, by DAVID A. NELSON and HAROLD E. WORKMAN and PATRICIA M. WORKMAN, husband and wife, hereinafter called "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Clackamas County, State of Oregon, more particularly described as follows:

Beginning at 2" iron pipe which is N 87°35', E 695.28 feet and S 0° 02'45" W30.03 feet from the N.E. corner of the A.E. Gribble D.L.C. in Sec. 22 T.4 S, R.1E, W.N. Thence from said initial point S 0° 02'45" W 552.93 feet, N 88° 05'20" E 1269.88 feet; N 0° 02'45" E 562.17 feet, S88°36; W 765.91 feet, S 87° 24' W 504.02 feet, S 0° 02' 45" W10.01 feet to the point of beginning.

WHEREAS, Workman's Airpark No. 2 is being annexed to Workman's Airpark No. 1; and

WHEREAS, Declarant has previously Restrictions, Covenants and Conditions on Workman's Airpark No. 1, as filed and recorded under Fee No. 72-19552, Recorder's Office, County of Clackamas, State of Oregon; and

WHEREAS, Declarant desires to subject the above described real property to similar restrictions, conditions, and charges as placed on Workman's Airpark No. 1, for the benefit of both properties and its present and subsequent owners as hereinafter specified; and

WHEREAS, the power to enforce certain such restrictions, conditions, reservations and charges is to abide in Workman's Airpark No. 1 and No 2 Homeowner's Associations; and

WHEREAS, Declarant desires and intends, by filing this Declaration, to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said units and the owners thereof;

NOW, THEREFORE, Declarant hereby declares that all properties described above shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following restrictions, covenants, conditions, uses, limitations, exceptions and obligations; all of which shall be deemed to run with the land and shall be a burden and benefit to Declarant, his successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, personal representatives, devisees or assigns.

ARTICLE I. DEFINITIONS

The following words, when used in this Declaration, or any supplemental declaration, unless the context shall prevent it or are obviously otherwise, shall have the following meanings:

- (a) "Association" shall mean Workman's Airpark No. 1 and No 2 Homeowner's Association, its successors and assigns.
- (b) "Declarant" shall mean David A. Nelson, Harold E. Workman and Patricia M. Workman, husband and wife, who have made and executed this Declaration.
- (c) "Declaration" shall mean this instrument by which the project is established.
- (d) "Block" shall mean any plat of land designated by the term of "block" on any recorded sub-division plat of the Workman's Airpark No. 1 and No. 2.
- (e) "The Properties" shall mean all of the property hereinabove described and additions thereto subject to the Declaration or any supplemental declaration under the provisions of Article II hereof.
- (f) "Common Properties" shall mean those areas of land shown as such in any recorded sub-division plat of Workman's Airpark No. 1 and No. 2 and intended to be devoted to the common use and enjoyment of the owners of the properties.
- (g) "Lot" or "Parcel" shall mean any numbered plot or land shown upon any recorded subdivision plat of the Workman's Airpark No. 1 and No. 2 which is not designated as "Common Properties" or is a "Block".
- (h) "Member" shall mean every person or entity who holds a membership in the association.
- (i) "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot or parcel of the properties of a contract vendee thereof; but shall not mean a mortgage.
- (j) "Easement" shall mean any access for ingress, egress, right of use or for any utility purposes as shown on the recorded plat (a) of the properties.
- (k) "Setback" means a minimum distance between a structure and a lot line.

ARTICLE II.

ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Annexation of additional property shall require the assent of persons entitled to cast two-thirds (2/3) of the votes of the Class B members present in person or by written proxy (except as provided in Section 2 hereinbelow); the assent of persons entitled to cast two-thirds (2/3) of the votes of the Class A members present in person or by written proxy at a meeting of the Association duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting setting for the purpose of said meeting.

The presence of members entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum at such meetings. In the event that a quorum is not forthcoming at any such meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such meeting shall be one-half (1/2) of

the required quorum at the preceding meeting. If the assent is not forthcoming, no subsequent meeting shall be held for the purpose of annexing such property for sixty (60) days from the date of the last of such meetings.

Section 2. If, within fifteen (15) years from the date of the recording of the Declaration of Workman's Airpark No. 1, the lands, such additional contiguous lands may be annexed to the properties described herein, without any meeting and without the assent of the Class A members, by the owners of such property recording covenants subjecting all or any part of the land to the jurisdiction of the Association; provided, however, that such covenants shall contain provisions substantially similar to those contained in this Declaration and shall provide for assessments of the owners of such additional property, either at a rate equal to or greater than that assessed against the then current Association members, or the rate approved by a voter of the two-thirds (2/3) of the votes of each class of membership.

ARTICLE III.

MEMBERSHIP VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership: Members of the Association shall be every owner of a fee or undivided fee interest in any lot or parcel subject to the covenants herein of record to assessment by the Association and every person who holds a contract purchaser's interest of record in a lot or parcel. There shall be no other qualification for membership except as set forth above. Membership shall terminate upon transfer of fee simple title by an owner or shall terminate upon transfer of fee simple title by an owner or the contract purchaser's interest by a contract purchaser who qualifies as a member. If an owner sells a lot by contract of sale, and upon recordation thereof, the owner's membership shall terminate and the contract purchaser's membership shall commence.

Section 2. Voting Rights: There shall be two classes of voting membership, as follows:

Class A

Class A members shall be all those members other than the Declarant. Class A members shall be entitled to one (1) vote for each lot or parcel in which they hold the interest required for membership by Article III, Section 1, hereinabove. If more than one person holds such interest or interests, all such persons shall be members but the vote for such lot or parcel shall be exercised as the persons holding such interest determine between themselves, provided, however, that in no event shall more than one (1) vote be case with respect to such lot or parcel. Class A members shall be entitled to elect two (2) members to the Board of Directors of the Association so long as there is a Class B membership

Class B

The Class B members shall be the Declarant. The Class B members shall be entitled to elect three (3) members of the Board of Directors of the Association. Class B membership may be converted to Class A membership at the option of the Class B member evidenced by written notice to the

Secretary of the Association, provided, however, that Class B membership shall be converted to Class A membership without motion or further act or deed on July 1, 1987.

ARTICLE IV.

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment: Subject to the provisions of Section 4 of this Article, every member shall have a right of easement and enjoyment in and to the common properties, to-wit: the domestic water system and such easement shall be appurtenant to and shall pass with the title to every lot or parcel, and upon the recordation of any contract of sale of a lot or parcel.

Section 2. Title to Common Properties: The Declarant may retain legal title to the common properties and until such time as in his own opinion the Association members are able to maintain the same. Notwithstanding the foregoing, the Declarant shall convey the common properties to the Association members not later than July 1, 1980. The Declarant, if directed by the Association members pursuant to the same vote of membership as required for dedication of the common properties, may convey the common properties to a municipal corporation, public agency or authority rather than convey such common properties to the Association.

Section 3. Extent of Common Properties and Members' Easements: The common properties shall consist of the domestic water system, including the well, pump and water line, together with the easements for the same as delineated upon the duly recorded plat of Workman's Airpark No. 1 and No. 2.

The rights and easements of use and enjoyment created hereby shall be subject to the following:

- a) The right of the Association to suspend the rights of use of any member for any period during which any assessment remains unpaid; and
- b) The rights of the Association to dedicate or transfer all or any part of the common properties to any municipal corporation, public agency or authority for such uses and purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer, however, shall be effective except pursuant to a vote of the members as provided by Article III, Section 2, herein.

Section 4. Additional Easement for Member's Use and Enjoyment of Adjacent Airstrip: In addition to the member use and enjoyment of common properties, as set forth herein, every member shall have a right of easement and enjoyment in and to a 100 foot by 2240 foot airstrip situated south, and contiguous to, said Workman's Airpark; said 100 foot wide airstrip being particularly described as follows:

Beginning at the Southwest corner of Workman's Airpark No. 1 in Section 22, Township 4 South, Range 1 East of the Willamette Meridian, Clackamas County, State of Oregon; thence North 88° 05' 20" East 2236.59 feet, thence South 01°54'40" East 100.00 feet;

thence South 88°05'20" West 2240.00 feet; thence North 0°02'45" East 100.06 feet to the place of beginning.

Fee title to said airstrip, described hereinabove, is hereby reserved, subject to the easement for use and enjoyment granted herein and as disclosed on the recorded plat. Said airstrip shall be subject to the covenant for maintenance assessment, as set forth in Article V herein, and for this purpose is included in the common properties hereinabove set forth.

Section 5. Delegation of use: Any member may delegate his right of enjoyment to the common properties, as set forth herein, to the members of his family or to his tenants.

ARTICLE V.

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Declarant, for each building site owned by him within the properties, hereby covenants, and each owner of any lot or parcel, by acceptance of the Deed or Contract vendee's interest therefor, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree to pay for the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the owner of such property at the time the assessment becomes due.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of maintaining the common properties and promoting the health, safety, enjoyment and welfare of the residents of the properties, and in particular for the improvements and maintenance of the common properties owned by the Association and the airstrip, as described hereinabove, to which an easement for the use and enjoyment thereof is a granted to each member of the Association.

Section 3. Basis of Annual Assessments: Unless changed by vote of the membership as hereinafter provided, the maximum annual assessment against any lot or parcel shall be \$180.00 per year, which shall be used as follows:

- a) A minimum of \$7.00 per month shall be used for airstrip maintenance.
- b) The balance thereof shall be used for payment of the utility costs for the water system, maintenance and any improvements thereon. The Board of Directors of the Association may, after consideration of the current maintenance cost and the financial requirements of the Association, fix the annual assessment at an amount less than the maximum. Upon the vote of the membership as hereinafter provided, the Association may change the maximum annual assessment fixed by this Section.

Section 4. Special Assessments for Capital Improvements: Upon vote of the members of the Association in the manner hereinafter set forth, the Association may levy, in addition to the annual assessments, a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole, or in part, the cost of construction or reconstruction or expected repair or replacement of a described capital improvement upon the common properties, including necessary fixtures and personal property relating therein.

Section 5. Voting and Notices for Special Assessments and Change of Maximum Assessment: Any special assessments or change of maximum annual assessment must have the assent of two-thirds (2/3) of the vote of each Class of members who are voting in person or by proxy. At a meeting duly called for that purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of the meeting, setting forth the purpose of the meeting.

Section 6. Date of commencement of Annual Assessment: The initial annual assessment shall commence on the first day of such month as determined by the Board of Directors of the Association; and shall be made for the balance of the calendar year and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on January of each year.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessment for the first time shall be prorated on a calendar year basis according to the date of the first assessment or on the date on which said property first becomes subject to assessment. The due date of any special assessment shall be fixed in a resolution authorizing such assessment.

Section 7. Duties of the Association Directors: The Directors of the Association shall fix the amount of the annual assessment against each lot or parcel and give the owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Directors shall cause to be prepared a roster of the property subject to assessments with assessments applicable to each parcel and shall keep such roster in the Association office subject to inspection by any owner.

The association shall, upon demand at any time, furnish to any owner liable for an assessment, a certificate in writing setting forth whether the assessments on such property owned by such owner have been paid.

Section 8. The Effect of Non-Payment of Assessments: Lien of Association Members: If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and shall bear interest at the rate of eight percent (8%) per annum from such due date. The Association members shall file, as individuals, in the office of the County Clerk in which the property is located, within ninety (90) days after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper satisfaction of such lien. Such assessments with interest set forth above shall constitute a lien on such lot from the date of filing notice of delinquency until the lien is released as herein provided. The individual Association members may bring an action at law to enforce payment of a delinquent

assessment against the owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association members, the delinquent owner shall be liable for the Association members' court costs and disbursements and reasonable attorney fees to be fixed by the Court; such costs, disbursements and attorney fees to be further secured by such lien. No owner may waive or otherwise escape liability for assessment by non-use of the common properties and airstrip easement or abandonment of his lot or parcel of property.

Section 9. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust. Sale or transfer of any lot or parcel shall not affect the assessment lien. However, the sale or transfer of any lot or parcel which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under said mortgage or any proceeding in lieu of foreclosure thereof, including sale under a deed of trust, shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such lot from liability from the assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property: All properties to the extent of any easement or other interest therein dedicated and accepted by a municipal, county, or other local public authority and devoted to public use, shall be exempt from the assessments, charges and liens created herein.

ARTICLE VI

RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS

Section 1. No building site shall be used except for single family residential purposes. Outbuildings shall be permitted and may include a garage and/or aircraft hangar as permitted under these conditions and restrictions. The construction and appearance of a garage shall be equal to the exterior construction and conform to the appearance of the attached dwelling. The size of aircraft hangar buildings on all lots located within the duly recorded plat of Workman's Airpark shall be a maximum site of 3000 square feet.

Section 2. Livestock and Poultry: No animals, livestock or poultry shall be raised, bred, kept or maintained for commercial purposes. Animals are specifically restricted to dogs and cats as pets, and only so long as they do not constitute an annoyance, nuisance, or menace to the neighborhood.

Section 3. No noxious or offensive activity shall be carried on upon any parcel or any part thereof, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a residential district.

Section 4. It shall be the duty of any owner of any lot or the occupant of any building on any lot to improve and maintain, in proper condition, all areas included within the property line and designated as easements for water or other utilities, drainage and runway easements as

designated on the duly recorded plat, together with any area herein designated as easement for aircraft use.

It shall also be the duty of any owner of any lot or the occupant of any building on any lot to repair, at his own cost, in a proper and workmanlike manner all damages to the easements including, but not limited to, underground wires, pipes, and tile within the property lines.

Section 5. No lot shall be used or maintained as a dumping ground for rubbish, garbage or trash. Garbage and other waste shall be in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and comply with all local, state or federal requirements.

Section 6. No individual sewage disposal systems shall be permitted on any lot unless the system is designated and located and constructed in accordance with the requirements, standards, and recommendations of all controlling local or state public health authorities.

Section 7. No residence shall be in any manner occupied while in the course of original construction or until it complies with all requirements as to area and with all other conditions and restrictions thereto. The construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until fully completed and all structures must be completed in not more than 18 months from the date of commencement of construction.

Section 8. No plot or parcel may be subdivided from the original and official recorded plat.

ARTICLE VII.

RESTRICTIONS REGARDING CONSTRUCTION AND MAINTENANCE

Section 1. Architectural Committee: The Declarant may appoint an architectural committee of three or more persons; which committee may subsequently be appointed by the Association Directors at the option of the Declarant and who may then act for the Directors to the extent as set forth in this Declaration.

Section 2. Restrictions on Construction, Maintenance and Improvements: The following restrictions are applicable to construction, maintenance and improvements on the properties:

- a) No building, fence, hedge, wall or other structure shall be commenced, erected or maintained upon the properties nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted and approved in writing by the Declarant or by the Architectural Committee. In the event the Declarant or Architectural Committee fails to approve or disapprove such design and location within 45 days after such plans and specifications have been submitted, approval will not be required and this action shall have been deemed to have been fully complied with.

- b) Each single family dwelling house shall have a floor area of not less than 1350 square feet, exclusive of porches, patios, basements and garages, and shall contain at least one (1) break in the roofline.
- c) All buildings erected on the properties included herein shall have minimum setbacks as follows:
 - 1) 30 feet from the south property lines of Lots 1 and 2 of each Block.
 - 2) 30 feet from the north property line bordering J.K. Gribble Road No. 479 of Lots 1 and 2 in each Block.
 - 3) 10 feet on all side property lines (east and west property lines) (handwritten on original copy "also 5' drainage easement")
 - 4) 5 feet on all side easement lines.
 - 5) 10 feet on Lots 3 and 4 of each Block, on the property lines common with Lots 1 and 2
- d) No fence more than 4 feet in height shall be constructed within the setback lines on the north-south access. The height of all other fencing is herein restricted to a maximum of 6 feet.

Provided, however, that in order to provide for aircraft to meet or pass other aircraft, no buildings, fences, or shrubbery shall be placed on Lots 3 and 4 of any Block within thirty (30) feet of the south property line thereof. Said thirty feet shall be maintained by the owner as a sod strip for support of light aircraft. Provided, further, that in order to provide for aircraft wing overhang, no buildings or fences and no plant growth in excess of 2 feet in height shall be placed on the twenty-foot strip of ground which is adjacent to, northly of and parallel with the north line of the southerly thirty feet of Lots 3 and 4 of each Block herein reserved for the meeting and passing of aircraft.

ARTICLE VIII.

RESERVATION OF EASEMENTS

Declarant hereby grants to the Association and also reserves unto himself, his successors and assigns, perpetual easements over, under and across all common properties and under, over and across the designated easements and strips of land running along and interior to the property lines of each lot or parcel and each block as set forth and recorded on the recorded plat, for the purpose of erecting, constructing, maintaining or operating any utility systems and all functions pertaining thereto beneath, upon or above the surface of all common property and properties included in all easements indicated on the recorded plat.

Declarant reserves the right to cut and/or trim any tree, shrub or other growth or remove objects on such common property, or the easements reserved herein, which may interfere with or menace the safe flight of aircraft, or the construction, maintenance or operation of any utilities.

ARTICLE IX.

MAINTENANCE OBLIGATIONS OF OWNER

Section 1. Vacant Lots: It is the intent of these restrictions that vacant lots be maintained in a reasonable condition. Therefore, the Declarant or the Association shall have the right at all times to enter upon any lot or parcel that is vacant and unkept by the owner, after reasonable notice to the owner, to remove debris, weeds or other waste materials and to trim, cut back, remove if damaged or dead, cultivate, eradicate, and/or maintain natural growth or other improvements and to charge the expense thereof to the owner as an assessment. The Association shall have the same rights with respect to such assessment as set forth in Article V pertaining to annual and special assessments.

Section 2. In the event the Declarant, or the Association, has permitted an owner to plant a portion of the common are designated for all member's use and enjoyment abutting the owner's property in accordance with the owner's landscaping design, the owner shall thenceforth be obligated to maintain such planting at his own expense. Failure of the owner to maintain the landscaping of such portion of the common properties shall give the Association the right, upon reasonable notice to the owner, to maintain such areas of the common properties and to charge the expense thereof to the owner as an assessment to be collected in the same manner as provided by Article V.

Section 3. Reasonable notice, as that term is used in this Article, shall mean mailing of notice by certified mail to the last known address of the owner shown on the books of the Association not less than ten (10) days before entry on such owner's property is made and maintenance of such is undertaken pursuant to Article IX, Section 2.

ARTICLE X.

GENERAL PROVISIONS

Section 1. Duration: Covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association members or respective legal representatives, heirs, successors and assigns for a period of twenty-five (25) years from the date this Declaration is recorded. After such term, such covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by then-owners of two-thirds (2/3) or the parcels has been recorded agreeing to change said covenants and restrictions in whole or in part. The covenants and restrictions of this Declaration may be amended ruing the first twenty-five year period by an instrument signed by the Class B members and by not less than seventy-five percent (75%) of the Class A members and thereafter by an instrument signed by not less than two-thirds (2/3) of all members. Any amendment must be properly recorded.

Section 2. Notice: Unless otherwise provided herein, any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid to the last known address of the person who appears as member or owner upon the records of the Association at the time of such mailing.

Section 3. Enforcement: The members of the Association, collectively, or any individual member shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration and a similar right shall exist with respect to the recovery of damage for such violation. Failure of the Association members, or an individual owner, to enforce any covenants or restrictions herein contained shall in no way be deemed a waiver of the right to do so thereafter.

Section 4. Severability: Invalidation of any one of these covenants or restrictions by judgment or Court decree shall in no way affect any other provisions of this Declaration; the balance thereof remaining in full force and effect.

Section 5. Effective Municipal or County Ordinances: Police, fire or other public safety ordinances of any municipal or county authority having jurisdiction over any portion of the properties described herein, shall govern where more restrictive than these covenants and restrictions.

Section 6. In construing this Declaration and where the context so requires, the singular pronoun may be taken to mean and include the plural, the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, we, the undersigned, the Declarant herein, have hereunto set our hands and seals on the day and year first set forth hereinabove.

DAVID A. NELSON
HAROLD E. WORKMAN
PATRICIA M. WORKMAN
Signed October 12, 1976
Recorded October 12, 1976
Recording number: 76 36260