

After recording return to:
New Stone
Confidential, Real Estate Professionals
220 20th Street SE
Albany, OR 97302

**COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SPRING MEADOW - FIFTH ADDITION
A Subdivision
LINN COUNTY, OREGON**

THESE COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter the "Covenants") are made by **OAK CREEK PARK, L.L.C.** (hereinafter the "Declarant"), effective upon the date of recordation of this instrument.

RECITALS

- A. Declarant is the owner of land in Linn County, Oregon. This land will be developed, subdivided and improved in phases. Each phase, as developed, will be made subject to Covenants, Conditions and Restrictions; these Covenants, Conditions and Restrictions may, or may not, be identical with either the Covenants for prior Phases or Covenants, Conditions and Restrictions for prior phases.
- B. In order to provide for the orderly development of this property and provide for consistent development and construction within the subdivision, the Declarant hereby adopts these Covenants, Conditions and Restrictions for Spring Meadow-Fifth Addition, a Subdivision, Linn County, Oregon.
- C. These Covenants shall apply to all development and construction for the following legally described real property:

See *Exhibit "A"* attached hereto and incorporated herein (hereinafter "**Phases VII, VIII, and IX**")
- D. Purchasers of lots within Phases VII, VIII, and IX are hereby notified that the City of Albany does not enforce these Covenants. Also, these Covenants do not supercede or override any regulations or permit processes of the City of Albany or its Development Code (the "**Code**") or any other jurisdictions.
- E. Zero lot line, manufactured housing, mobile homes and modular homes shall not be constructed on, placed on, or moved onto Phases VII, VIII, and IX.

COVENANTS

- 1. **RECITALS:** The recitals set forth above are incorporated herein by this reference.
- 2. **COVENANTS RUN WITH THE LAND:** All of the Covenants contained in this instrument shall run with the land described in the recitals as Phases VII, VIII, and IX. No land, parcel, or lot upon Phases VII, VIII, and IX shall be conveyed, except subject to all these Covenants. All of these Covenants are declared inserted by reference in any and all deeds to any part of Phases VII, VIII, and IX. These Covenants are for the benefit of Phases VII, VIII, and IX owners of all other land within Phases VII, VIII, and IX.

3. **ARCHITECTURAL CONTROL COMMITTEE:** There has been established an Architectural Control Committee ("ACC") for Phases I through VI. The ACC shall act and have the powers and duties as provided herein for Phases VII, VIII, and IX, as well.

There shall be five (5) members of the ACC, who shall be appointed and serve at the pleasure of the Declarant until such time as the last home is built on the last lot in this Property or such earlier time the Declarant delegates its authority to appoint the members of the ACC to the homeowners association. Determinations to be made by the ACC shall be final and may not be overturned by legal action except in the case of fraud, bad faith, or failure to exercise honest judgment by so many members of the ACC as would result in a different result if the actions of the members engaged in fraud, bad faith, or failure to exercise honest judgment was disregarded. The burden shall be on the party alleging such fraud, bad faith or failure to exercise honest judgment to prove the existence of facts establishing the fraud, bad faith or failure to exercise honest judgment by clear and convincing evidence.

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

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

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

5. **SIZE OF STRUCTURES:** All buildings within Phases VII, VIII, and IX shall be single family residences or ancillary structures customarily constructed in conjunction with a single family residence. No multiple unit structures shall be built within Phases VII, VIII, and IX.

No dwelling house shall be commenced, erected or completed which occupies fewer square feet of livable floor area than is specified in the following table without approval of the ACC:

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

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

All setbacks are to comply with applicable government authority.

6. **EASEMENTS:** Easements for the installation and maintenance of utilities, drainage facilities, recreation facilities, and other facilities are reserved as shown on the plat of Phases VII, VIII, and IX. Within these easements no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the purpose of

the easement, or obstruct the flow of waters in any drainage channel or pipeline. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority may be responsible.

In addition, the Declarant shall retain a gateway fence easement on Phase I, to erect and maintain the entry fence, over all the lots which abut either 53rd or Chinook, for the purpose of erecting and maintaining a fence along the Phase I line adjacent to the road. The Declarant may affix signs and markers to the surface of the fence that faces the road. The Declarant shall, at a time determined by Declarant, transfer the fence, together with the easements and all other rights associated with the fence, to the Homeowners Association, which shall accept the transfer of the fence and thereafter shall be solely responsible for it and shall hold Declarant harmless from all claims, past, present or future, regarding the fence.

7. **BUILDING MATERIALS:** All building materials to be incorporated into the structure of any building or other structure in Phases VII, VIII, and IX may be regulated by the ACC.

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

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

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

- a. The material must be approved; Hardi Plank is the preferred lap siding material;
- b. The material must be nailed on 16-inch centers;
- c. No T1-11 or other vertical plywood type siding will be applied.

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

Forced air heating will be the preferred method of heating the living areas of all improvements in Phases VII, VIII, and IX. Forced air heating shall be approved by the ACC unless future developments make use of forced air heating imprudent.

Radiant heat, electric baseboard heaters and wall heaters shall not be incorporated into the living area of any improvement in Phases VII, VIII, and IX without the written prior approval of ACC.

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

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

No property may be altered which would result in blocking the flow of water across that property to the street and/or affecting the drainage on other property. Any drainage swales must be kept free of all debris and in conformance with their original shape so that storm water will be unobstructed and flow to the street or to an area drain.

No fence or hedge shall be erected, placed or permitted to remain on any lot unless approved by the ACC. Subject to location standards set out in the Code, fences shall not exceed six (6) feet in height, provided, however, that any fencing closer to the street than the garage shall not exceed three (3) feet in height and, in addition, shall comply with the Clear Vision Area requirements of the Code. Fences shall be well constructed of suitable materials and shall not detract from the appearance of the adjacent structures and buildings.

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

No tree over six inches ("6") in diameter (when measured at a point four feet (4') above the surface of the undisturbed ground in which the tree stands) shall be removed without the approval of the ACC.

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

No commercial signs shall be erected on Phases VII, VIII, and IX, except real estate sales signs of not more than six (6) square feet (or size allowable by City of Albany, whichever is less) advertising property within Phases VII, VIII, and IX for sale or rent.

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

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

All boats, trailers, recreational vehicles, equipment, campers and the like must be parked off the streets of Phases VII, VIII, and IX in a garage or on a concrete pad beside a garage built specifically for that purpose.

Owners or occupants within Phases VII, VIII, and IX shall not engage in nor continue uses that unreasonably interfere with the use of other lots within Phases VII, VIII, and IX. The following activities shall conclusively be deemed to unreasonably interfere with the other lots in Phases VII, VIII, and IX:

- a. construction and maintenance of radio transmission and reception towers and antenna above twelve (12) feet; and
 - b. construction and maintenance of exterior radio and television antennae and other receptors (satellite dish type antennae larger than 24 inches in diameter must be screened from street view in Phases VII, VIII, and IX); and
 - c. outdoor laundry visible from a street.
13. **COMPLETION OF IMPROVEMENTS:** All structures (including flat work and landscaping) constructed within Phases VII, VIII, and IX shall be erected and completed within one year after the commencement of construction. All remodeling, reconstruction, or enhancement of structures shall be completed within one year of the commencement of construction. Commencement of construction shall be deemed to be the date upon which a building permit was first issued for the construction, or, if no building permit was obtained, the date on which lot clearing, demolition or remodeling commenced.

Breach of this provision will result in a fine imposed on the offending lot owner by the Declarant or Homeowners Association. The minimum fine shall be \$500.00 per month or part of a month in which any structure is deemed incomplete by the Declarant or Homeowners Association after one (1) year following commencement of construction.

14. **RIGHT OF ENTRY:** The Declarant or any member of the ACC may at any reasonable time during the construction phase enter upon any unit within Spring Meadow-Fifth Addition for the purpose of determining whether or not the use of such unit or improvement thereon is then in compliance with the Covenants of Spring Meadow-Fifth Addition. This right of entry shall cease upon issuance of occupancy permits.

15. **SPRING MEADOW HOMEOWNERS' ASSOCIATION:** Declarant expects to delegate from

time to time to an association representing all unit owners within all Phases of Spring Meadow, responsibilities which the Declarant has assumed pursuant to these Covenants and will eventually delegate to the association all of its responsibilities to the end that the association shall take over all duties of the Declarant. In order to facilitate the accomplishment of such purposes the Declarant shall organize an association to represent the owners of units in all Phases within Spring Meadow not later than February 1, 2010.

Declarant shall have the right to organize the Association on such basis as shall appear to Declarant to be most advantageous to the unit owners of Spring Meadow at the time of organization, subject, however, to the following conditions:

- a. The Association shall be incorporated as a nonprofit corporation under the general nonprofit corporation laws of the State of Oregon;
- b. The articles of incorporation of the Association shall provide, for its perpetual existence, but in the event the Association shall at any time be dissolved, whether inadvertently or deliberately, it shall immediately be succeeded by an unincorporated association of the same name. In that event all of the power, and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, which vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible any such successor unincorporated association shall be governed by the articles of incorporation and bylaws of the incorporated Association as if they had been made to constitute the governing documents of the unincorporated association;
- c. The articles of incorporation of the Association shall provide that each unit owner shall be a member of the association. The articles shall provide that representation of each unit owner through membership in the Association shall commence, exist and continue simply by virtue of ownership of a unit, shall expire automatically upon termination of such ownership and need not be confirmed or evidenced by any certificate or acceptance of membership;
- d. The articles of incorporation shall provide that the Association will at any time and from time to time accept the responsibilities of the Declarant contained in these Covenants which Declarant may delegate to the Association, provided that Declarant shall provide to the Association all current funds from the maintenance fund to the Association necessary to enable it to carry out the responsibilities which it assumes. Also, the articles of incorporation shall provide that the Association will accept title to the private ways and common areas within Spring Meadow at such time as Declarant may elect to convey the same to the Association;
- e. At such time as the Association accepts responsibility for the Covenants, it hereby agrees to release Declarant from all liability and to hold Declarant harmless from all liability regarding the Covenants, past, present and future, and to obtain and pay for such insurance in perpetuity as Declarant deems necessary to protect Declarant's interests.

- f. The articles of incorporation of the Association shall provide that the Association shall exercise and perform all of the following powers and obligations:
 - i. The powers and obligations delegated, conveyed or otherwise assigned to the Association by Declarant;
 - ii. The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Oregon; and
 - iii. Any additional or different powers and obligation necessary or desirable for the purpose of carrying out the functions of the association pursuant to these Covenants, or otherwise promoting the general benefit of unit owners within Spring Meadow.
- g. The articles of incorporation of the Association shall be subject to amendment as provided in the Oregon nonprofit corporation law and the bylaws of the Association and shall be subject to amendment by the Board of Directors of the Association.

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

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

Until the Spring Meadow Homeowners' Association (the "**Association**") is formed, the Declarant shall perform all functions assigned to the Association by these Covenants. Upon formation of the Association, Declarant shall receive three (3) votes for each lot in Phases VII, VIII, and IX then owned by Declarant and each other lot in Phases VII, VIII, and IX shall receive one (1) vote per lot, regardless of the number of owners holding an interest in the lot.

16. **RIGHT OF ASSESSMENT:** Assessments may be levied against each lot in Spring Meadow to be used exclusively to promote the recreation, health, safety and welfare of the owners and occupants of Spring Meadow, to provide for the acquisition, operation and maintenance of common areas to be used for such purposes, and to provide for the organization and operation of the Homeowners' Association. Assessments shall be uniform against all developed lots within all phases of Spring Meadow.
- a. Undeveloped Lots. Undeveloped lots (those not yet fully platted and for which streets, sewers and utilities are not complete) shall not be assessed.

- b. Common Areas. Common areas shall include, but not be limited to, recreation facilities, the fenced and landscaped areas at the entrance to Spring Meadow, and any areas designated as "common area" on all plats for phases in Spring Meadow.
- c. Special Assessments. Special assessments may be made in the event of an emergency.
- d. Annual Assessments. The assessment for the first three (3) years following completion and assessment of the common areas, payable to the Declarant until such time as the Homeowners Association is established, shall not be more than \$100.00 per improved lot per year, which shall be designated for acquisition, operation, care and maintenance of common areas, and replacement reserves for equipment in Spring Meadow. Thereafter, this assessment may increase by not more than five percent (5%) over the preceding year's assessment.

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

Except for undeveloped lots, Assessments shall be levied against all lots upon substantial completion of the residence or other structure, or one year after the plat has been recorded, whichever is earlier.

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

All funds received on account of the assessments shall be deposited into accounts with a depository institution which shall be clearly designated as the Current Operating Account.

The Current Operating Account shall be used solely to pay those costs that are attributable to the maintenance, repair or replacement of capital improvements.

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

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

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

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

17. MISCELLANEOUS PROVISIONS

- a. Amendment and repeal. With the consent of the Declarant of Spring Meadow-Fifth Addition any provision of these Covenants of Spring Meadow-Fifth Addition may at any time be amended or repealed or provisions may be added by the following method:

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

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

Any amendment or repeal of a provision of the Covenants of Spring Meadow-Fifth Addition or additional provision shall become effective only upon the filing in the records of deeds of Linn County, Oregon, of a certificate of the president, secretary or assistant secretary of the Declarant of Spring Meadow-Fifth Addition setting forth in full the amendment, amendments, additional provision or repeal approved as provided in this section and certifying that said amendment, amendments, additional provision or repeal have been approved in the manner required herein.

The Declarant may amend these Covenants in order to comply with the requirements of the Federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any other state in which the Lots are marketed and sold, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon, or such other state, the approval of which entity is required in order for it to insure, guarantee or provide financing in connection with development of Phases VII, VIII, and IX and sale of Lots. No such amendment shall require notice to or approval by any Owner.

- b. Joint owners. In any case in which two or more persons share the ownership of any unit, regardless of the form of ownership, the responsibility of such persons to comply with the provisions of the Covenants of Spring Meadow-Fifth Addition shall be a joint and several responsibility. The act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest provided, however, that in the event that such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Declarant or Homeowners' Association, as the case may be, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.
- c. Election by the Declarant or Association to pursue any remedy provided for the violation of any provision of the Covenants of Spring Meadow-Fifth Addition shall

not prevent concurrent or subsequent exercise of another remedy permitted hereunder or which is permitted by law. The remedies provided in the Covenants of Spring Meadow-Fifth Addition are not intended to be exclusive but shall be in addition to all other remedies, including actions for damages or suits for injunctions or for specific performance available under applicable law.

- d. Construction; severability; number; captions. The Covenants of Spring Meadow-Fifth Addition shall be construed as an entire document to accomplish the purposes stated in the introductory paragraphs of the Covenants.

Nevertheless, each provision of the Covenants of Spring Meadow-Fifth Addition shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

As used herein the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience or reference and shall in no way limit any of the provisions of the Covenants of Spring Meadow-Fifth Addition.

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

- i. If to the ACC or the Declarant of Spring Meadow-Fifth Addition:

Oak Creek Park, L.L.C.
c/o James W. Fowler
12775 SW West View Drive
Dallas, Oregon 97338

- ii. If to a unit owner, at the address given by them at the time of their purchase of a unit or at the address of their unit within Spring Meadow-Fifth Addition, at the option of the person giving the notice.

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

- f. These covenants run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2020, at which time these Covenants shall be automatically extended for successive ten-year periods, unless by a vote of the majority of the owners of the lots or parcels, it is agreed in writing to change or revoke these Covenants in whole or in part.

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

Oak Creek Park, L.L.C.

By: Stew Stone
Stew Stone, Member

By: Denise Stone
Denise Stone, Member

By: Gary Williamson
Gary Williamson, Member

By: Patricia Williamson
Patricia Williamson, Member

By: James W. Fowler
James W. Fowler, as a Member of
Oak Creek, L.L.C. and as a Member of
Fowler Family, L.L.C.

By: Candace Fowler
Candace Fowler, as a Member
of Oak Creek, L.L.C. and as a
Member of Family Fowler, L.L.C.

STATE OF OREGON)
County of Marion) ss:

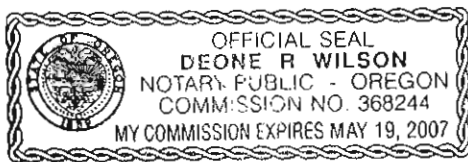
This instrument was acknowledged before me this 8 day of October 2003, by Stew Stone and Denise Stone, as members of Oak Creek Park, L.L.C.



Deone R Wilson
Notary Public for Oregon
My Commission Expires: 5/19/2007

STATE OF OREGON)
County of Marion) ss:

This instrument was acknowledged before me this 10 day of October 2003, by Gary Williamson and Patricia Williamson, as members of Oak Creek Park, L.L.C.

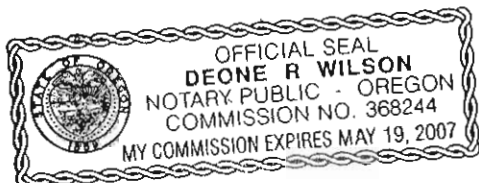


Deone R Wilson
Notary Public for Oregon
My Commission Expires: 5/19/2007

STATE OF OREGON)
) ss:
County of Marion)

This instrument was acknowledged before me this 10 day of October, 2003, by James W. Fowler and Candace Fowler, as members of Oak Creek Park, L.L.C. and as members of Fowler Family, L.L.C.

Deone R. Wilson
Notary Public for Oregon
My Commission Expires: 5/19/2007



LEGAL DESCRIPTION

Beginning at the Initial point, said point being the Southwest corner of Lot 275 of Spring Meadow – Fourth Addition, a subdivision recorded in Linn County, Oregon, said point also being on the North line of Spring Meadow – Second Addition, a subdivision recorded in Linn County, Oregon; thence along the North line of said Second Addition the following three courses: 1) thence along the Arc of a 1030.00 foot radius curve to the left 86.93 feet (long chord of which bears North 66°56'56" West 86.99 feet) to a 5/8 inch rod; 2) thence North 69°21'45" West 197.54 feet to a 5/8 inch rod; 3) thence along the Arc of a 530.00 foot radius curve to the left 128.47 feet (long chord of which bears North 76°18'24" West 128.16 feet); thence North 32°50'48" East 109.89 feet; thence North 49°22'53" East 97.84 feet; thence North 26°27'29" East 167.35 feet; thence North 65°57'01" East 148.84 feet; thence North 59°03'07" East 202.28 feet; thence North 51°01'17" East 144.58 feet; thence South 53°48'52" East 188.76 feet; thence South 60°12'01" East 38.00 feet; thence South 75°16'49" East 69.89 feet; thence North 89°46'34" East 339.00 feet; thence South 85°59'15" East 54.15 feet; thence North 89°46'34" East 460.24 feet; thence North 69°17'32" East 55.61 feet; thence North 55°28'15" East 93.34 feet; thence South 34°12'20" East 82.91 feet; thence South 88°27'46" East 88.81 feet; thence North 04°03'41" East 93.15 feet; thence North 88°31'31" East 176.96 feet; thence South 36°12'55" East 246.32 feet; thence South 23°56'24" East 76.19 feet; thence South 07°29'01" East 81.53 feet; thence South 18°52'56" East 113.57 feet; thence South 20°53'55" East 261.84 feet; thence South 34°03'35" West 88.92 feet to a 5/8 inch rod at the Northeast corner of Lot 104 of Spring Meadow – First Addition, a subdivision recorded in Linn County, Oregon; thence along the North line of said First Addition the following four (4) courses: 1) thence South 88°17'38" West 290.54 feet to a 5/8 inch rod; 2) thence South 70°36'00" West 70.00 feet to a 5/8 inch rod; 3) thence South 85°08'15" West 60.20 feet to a 5/8 inch rod; 4) South 89°46'34" West 80.00 feet to a 5/8 inch rod at the Southeast corner of lot 337 of said Spring Meadow – Fourth Addition; thence along the perimeter of said Fourth Addition the following sixteen (16) courses: 1) thence North 00°14'40" West 145.00 feet to a 5/8 inch rod; 2) thence South 89°46'34" West 17.50 feet to a 5/8 inch rod; 3) thence North 00°14'40" West 181.00 feet to a 5/8 inch rod; 4) thence North 89°46'34" East 17.50 feet to a 5/8 inch rod; 5) thence North 00°14'40" West 145.99 feet to a 5/8 inch rod; 6) thence South 89°45'20" West 75.00 feet to a 5/8 inch rod; 7) thence South 87°45'49" West 56.03 feet to a 5/8 inch rod; 8) thence South 89°46'34" West 887.88 feet to a 5/8 inch rod; 8) thence North 87°53'36" West 56.03 feet to a 5/8 inch rod; 9) thence North 81°23'17" West 52.24 feet to a 5/8 inch rod; 10) thence North 71°20'46" West 52.24 feet to a 5/8 inch rod; 11) thence North 64°12'18" West 75.00 feet to a 5/8 inch rod; 12) thence North 59°56'46" West 56.03 feet to a 5/8 inch rod; 13) thence North 61°42'25" West 75.00 feet to a 5/8 inch rod; 14) thence South 27°34'21" West 144.02 feet to a 5/8 inch rod; 15) thence South 25°22'03" West 181.04 feet to a 5/8 inch rod; 16) thence South 25°06'19" West 144.87 feet to the point of beginning.

END OF LEGAL DESCRIPTION