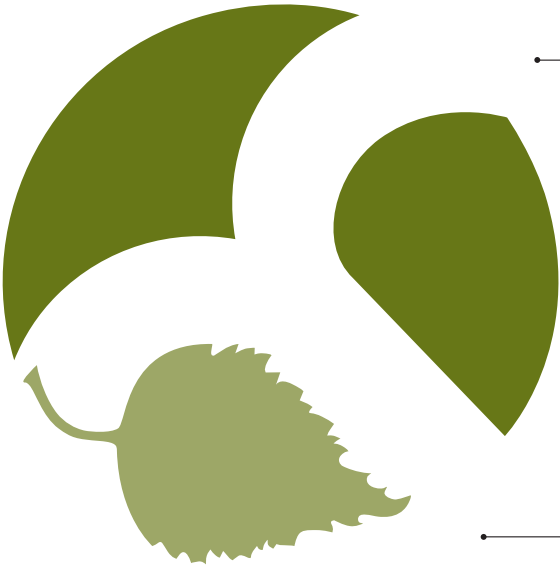


MOUNTAIN PARK HOME OWNERS ASSOCIATION CC&Rs

MOUNTAIN PARK
Nature's Neighborhood



Declaration of Restrictions of Mountain Park Corporation

Articles of Incorporation of Mountain Park Home Owners Association

Bylaws of Mountain Park Home Owners Association

Mountain Park Home Owners Association Assessment Summary

List of Supplemental Declarations of Covenants and Restrictions

Mountain Park Home Owners Association

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**DECLARATION OF RESTRICTIONS
OF
MOUNTAIN PARK CORPORATION**

(The following Declaration of Restrictions is applicable to property in Mountain Park Plats 1 through 4. With respect to property in other Plats see APPENDIX "B" .List of Supplemental Declarations at the end of this pamphlet for applicable Supplemental Declaration.)

THIS DECLARATION, made this 29th day of March, 1968, by MOUNTAIN PARK CORPORATION, an Oregon Corporation, hereinafter called the Declarant.

WITNESSETH:

WHEREAS. Declarant is the owner of certain real property in the counties of Multnomah and Clackamas, State of Oregon, known as Mountain Park Plats 1, 2, 3, and 4, such plats being of record in the plat records of Multnomah and Clackamas Counties, State of Oregon, and

WHEREAS Declarant desires to subject such property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

WHEREAS the power to enforce certain of such conditions, restrictions, reservations and charges is to reside in Mountain Park Home Owners Association, a non-profit corporation organized under the laws of the State of Oregon.

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

The following words when used in this Declaration or any supplemental declaration, unless the context shall prohibit shall have the following meanings:

- A. "Association" shall mean Mountain Park Home Owners Association, its successors and assigns.
- B. "Block" shall mean any plat of land designated by the term "block" on any recorded subdivision plat of The Properties.
- C. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.
- D. "Common Properties" shall mean those areas of land shown or declared as such in any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- E. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of The Properties which is not designated as Common Properties or as a Block.
- F. "Building Site" shall mean a Lot or a parcel consisting of a portion of any Lot or contiguous portions of any two or more contiguous Lots.
- G. "Living Unit" shall mean any structure or portion of a structure situated upon The Properties designed and intended for use, occupancy and ownership as a residence by a single family.

- H. "Leased Living Unit" shall mean an apartment consisting of one or more rooms intended for use and occupancy by a tenant of the Owner.
- I. "Member" shall mean every person or entity who holds membership in the Association. As defined in Article III Section I.
- J. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Building Site or Living Unit situated upon The Properties, but shall not mean a mortgagee nor a condominium association owning record title to a tract of land on which is located a condominium development.
- K. "Street" means any highway or other thoroughfare as shown on the recorded plat of The Properties.
- L. "Set back" means the minimum distance between a structure and a lot line.
- M. "Street Frontage" means that portion of a Lot or Building Site which borders on a street.

ARTICLE II.

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section I. ADDITIONS IN ACCORDANCE WITH A GENERAL PLAN OF DEVELOPMENT. At any time before January 31, 1983, Declarant, its successors and assigns shall have the right to bring within the scheme of this Declaration additional properties in future stages of development if such additions are in accord with a general plan of development prepared prior to the sale of any Lot and made known to every purchaser by means of a brochure delivered to each purchaser prior to such sale.

Such general plan of development shall show the proposed additions to The Properties and contain:

- A. A general indication of size and location of each additional development stage and proposed land uses in each;
- B. Approximate size and location of Common Properties proposed for each stage.
- C. A statement that proposed additions if made will become subject to assessment for their just share of Association expenses.

Unless otherwise stated therein, such general plan shall not bind the Declarant, its successors and assigns to make the proposed additions or to adhere to the plan in any subsequent development of the land shown therein.

Section 2. METHOD OF MAKING ADDITIONS. Additions authorized under this Article shall be made by filing of record a supplemental declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to The Properties.

Section 3. ADDITIONS NOT IN ACCORDANCE WITH THE GENERAL PLAN OF DEVELOPMENT. Additions which are not in accord with a general plan of development may be made by the Declarant or any other owner of property who with Declarant's consent desires to add such property to the scheme of this Declaration and to subject it to the jurisdiction of the Association, upon approval of the Association pursuant to a vote of its members as provided in its Articles of Incorporation.

ARTICLE III.

MEMBERSHIP AND 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 Building Site or Living Unit subject by covenants of record to assessment by the Association and every person who holds a contract purchaser's interest of record in a Building Site or Living Unit. There shall be no other qualification for membership except as set forth above. Membership shall terminate on 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 Building Site or Living Unit by contract of sale, 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:

A. Class A members will be all those members other than the Declarant. Class A members will be entitled to one vote for each building Site or Living Unit in which they hold the interest required for membership by Section I. If more than one person holds such interest or interests, all such persons shall be members, but the vote for such Building Site or Living Unit shall be exercised as the person holding such interest shall determine between themselves, provided that in no event shall more than one vote be cast with respect to any such Building Site or Living Unit. Class A members shall be entitled to elect three members of the board of directors of the Association so long as there is Class B membership.

B. The Class B member shall be the Declarant. The Class B member shall be entitled to elect four 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, and shall be converted to Class A membership without further act or deed on December 31, 1978.

ARTICLE IV.

PROPERTY RIGHTS IN THE COMMON PROPERTIES.

Section I. MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 3 of this Article every member shall have a right of easement and enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit and upon the recordation of a contract of sale of any Lot or Living Unit.

Section 2. TITLE TO COMMON PROPERTIES. The Declarant may retain legal title to the Common Properties until such time as it has completed improvements thereon and until such time as in its opinion the Association is able to maintain the same. Notwithstanding the foregoing, the Declarant shall convey the Common Properties to the Association free and clear of all liens and encumbrances not later than December 31, 1978. The Declarant if directed by the Association 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 MEMBERS' EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of members.

B. The right of the Association to charge reasonable admission and other fees for use of any recreational facility situated on the Common Properties.

C. The right of the Association to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid and for any period not to exceed thirty days for any infraction of its published rules and regulations; and

D. The right of the Declarant and the Association in accordance with its Articles and Bylaws to mortgage said property as security for any loan the purpose of which is improvement of the Common Properties. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right after taking possession of such properties to charge admission and other fees as a condition of continued enjoyment by the members, and if necessary, to open the enjoyment of such property to a wider public until the mortgage debt is satisfied, whereupon the possession of such property shall be returned to the Association and all rights of the members hereunder shall be fully restored; and

E. The right 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 the Articles of Incorporation.

Section 4. DELEGATION OF USE. Any member may delegate in accordance with the bylaws his right of enjoyment to the Common Properties to the members of his family and his tenants.

ARTICLE V.

COVENANT FOR MAINTENANCE ASSESSMENT.

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. Declarant for each Lot and Living Unit owned by it within The Properties hereby covenants, and each Owner of any Building Site or Living Unit by acceptance of the deed 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 to 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 when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in The Properties and in particular for the improvement and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties. Without limiting the generality of the foregoing, assessments may be used to lease facilities for the use of residents in The Properties.

Section 3. BASIS OF ANNUAL ASSESSMENT. Unless changed by vote of the membership as hereinafter provided, the maximum annual assessment for any Building Site on which is located a single family detached dwelling, shall be \$180.00 per year (see APPENDIX IIA11, Assessment Summary at the end of this pamphlet for assessment changes since 1970). The assessment for Living Units which are part of a townhouse, row house or a cluster-type condominium development which is a single Living Unit in height shall be at such assessment ratio as shall be determined by the board of directors for that particular development, having in mind the additional amenities furnished to the particular Living Units not otherwise available to the members. In no event shall such ratio be less than 50% of the assessment per Building Site improved by a single family detached dwelling. Structures composed of Leased Living Units and condominium developments of more than one Living Unit in height shall be assessed at such assessment ratio as determined by the board of directors in respect to each such structure and with respect to each such condominium development, but not in excess of 50% of the assessment per Building Site improved by a single family detached dwelling unit for each Leased Living Unit in such structure or each Living Unit in such condominium.

The board of directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. In such event the amount of such assessment shall be the basis upon which lesser assessment ratios as heretofore set forth shall be determined. Although assessment amounts may be changed as herein provided, assessment ratios for Living Units and structures determined by the of directors pursuant to this section shall not be changed.

Upon the vote of the membership as hereinafter provided, the Association may change the maximum annual assessment fixed by this Section prospectively.

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 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 related thereto. The assessment ratio for any Living Unit or structure as determined pursuant to Section 3 shall be applicable to special assessments.

Section 5. VOTING AND NOTICES FOR SPECIAL ASSESSMENT AND CHANGE OF MAXIMUM ASSESSMENT. Any special assessment or change in maximum annual assessment must have the assent of two-thirds of the votes 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 days in advance of the date of such 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, 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 March 1 of such 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 the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 7. DUTY OF THE BOARD OF DIRECTORS. The board of directors shall fix the amount of the annual assessment against each Building Site or Living Unit and give the Owner subject thereto written notice of such assessment at least thirty days in advance of the due date of such assessment. The board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall 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 the property owned by such Owner have been paid.

Section 8. THE EFFECT OF NON-PAYMENT OF ASSESSMENTS; LIEN OF ASSOCIATION. 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 7% per annum from such due date. The secretary of the Association shall file in the office of the County Clerk in which the property is located within 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 release of such lien. Such assessment with interest set forth above shall constitute alien on such Building Site or Living Unit from the date of filing notice of delinquency until the lien is released as herein provided. The Association 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 judgement or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and attorney's fee 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 assessments by non-use of the Common Properties or abandonment of his Building Site or Living Unit.

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 Building Site or Living Unit shall not affect the assessment lien. However the sale or transfer of any Building Site or Living Unit which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such 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 Building Site or Living Unit from liability from any assessments thereafter becoming due or from the lien thereof.

Section 10. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein;

A. All properties to the extent of any easement or other interest herein dedicated and accepted by a municipal corporation or other local public authority and devoted to public use.

B. All Common Properties.

ARTICLE VI.

RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS.

Section I. USE RESTRICTIONS. The following restrictions shall be applicable to the use of any property subject to this Declaration:

A. No Building Site on The Properties shall be used for any purpose other than residential purposes

unless otherwise shown on the official recorded plat, provided that this restriction shall be inapplicable to any Building Site created by a subdivision of a Block subsequent to the date of this Declaration.

B. No animals or fowls shall be raised, kept or permitted upon the Properties or any part thereof, excepting only domestic dogs or cats and excepting caged birds kept within the dwelling house, providing said dogs, cats, and pet birds are not permitted to run at large and are not kept, bred, or raised for commercial purposes or in unreasonable numbers.

C. No part of The Properties shall be used for the purposes of exploring for, taking therefrom, or producing therefrom gas, oil or other hydrocarbon substances.

D. No noxious or offensive activity shall be carried on upon The Properties or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district.

E. It shall be the duty of the Owner or occupant of any Building Site to improve and maintain in proper condition the area between the property line of said Building Site and the nearest curb or improved street, including installing and maintaining parking bays within said area, and no trucks, campers, trailers, or boats shall be parked or permitted to remain in said area.

F. No Owner or occupant shall remove or significantly alter any tree in any street, right-of-way, park, or recreational area or other part of the Common Properties unless permission in writing is first granted by the Association.

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

ARTICLE VII.

RESTRICTIONS ON TYPE OF STRUCTURE PERMITTED.

Section 1. RESTRICTIONS ON STRUCTURES. In addition to the requirements imposed by any municipal corporation having jurisdiction over The Properties, the following restrictions apply to structures, improvements and personal property on The Properties.

A. Except with the approval of the Association, no building may be erected or maintained on any Building Site except one single family dwelling not more than two stories in height including the main floor level, designed for occupancy by not more than one family, together with a private garage, which garage shall conform generally in architectural design and exterior materials and finish to the dwelling house to which it is appurtenant. No outhouse of any kind, tent, shed or trailer, or any other temporary dwelling, shall be erected or maintained on any Building Site or be used for living purposes, nor shall any garage be used for dwelling purposes. Garden sheds or tool sheds may be erected however, with the approval of the Architectural Committee.

B. No trailer, camper, or pickup coach, tent, boat or truck (except pickup) shall be parked, placed, erected, maintained or constructed on any Building Site for any purpose. However, trailers, campers, pickup coaches, tents or boats which can be and are stored completely within full enclosed structures and are not used for living purposes will not be in violation of these restrictions.

C. No single family detached dwelling shall be constructed on any Building Site unless such site has a principal frontage of not less than 50 feet at the building set back line and an area of at least 8000 square feet.

D. No building 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 applicable thereto. The construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until fully completed. No buildings constructed elsewhere shall be moved to or placed on The Properties except with the written approval of the Association.

ARTICLE VIII.

RESTRICTIONS REGARDING CONSTRUCTION AND MAINTENANCE.

Section I. ARCHITECTURAL COMMITTEE. The board of directors shall appoint an Architectural Committee of three or more persons who need not be members of the Association, which Committee may act for the board to the extent set forth in this Declaration:

Section 2. RESTRICTIONS ON CONSTRUCTION, MAINTENANCE AND IMPROVEMENT. 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, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the board of directors or the Architectural Committee. In the event the board or the Architectural Committee fails to approve or disapprove such design and location within thirty days after such plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

B. A single family detached dwelling house of one story in height above the main floor level shall have a minimum ground floor area of 1200 square feet, and a one and one-half story or two story dwelling house shall have a minimum ground floor area of 1000 square feet (all exclusive of porches, patios, basements, and garages).

C. Single family detached residences and garages erected on The Properties shall have a minimum setback from the front street of twenty feet and from the side street of fifteen feet from the property line unless otherwise specified by the Architectural Committee. Each single family detached dwelling house or garage shall have a setback of not less than seven feet from each side and rear line of the Building Site on which it is located. In determining setback all projections from the structure except eaves or uncovered front porches or steps shall be included.

D. All roofing material shall be approved by the Architectural Committee.

E. All driveways and parking bays shall be constructed of asphalt paving, unless approval for use of other material is granted by the Architectural Committee. If concrete is used it must be tinted to match the color of residential street asphalt.

F. The location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to approval of the Architectural Committee.

G. No sign or other advertising device of any character shall be erected on any Lot or Building Site or maintained upon any part of The Properties except one sign not larger than 18" by 24" advertising the Lot or Building Site for sale or for rent by the Builder of the improvements on such property or the Owner. Signs advertising the property for sale or for rent by areal estate broker shall not be permitted.

H. All outside television and radio aerials and antennas are prohibited without express written approval of the Association or the Architectural Committee.

I. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within The Properties. All purchasers of Lots within The Properties, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.

Section 3. RIGHT OF ENTRY OF ASSOCIATION REPRESENTATIVE. Any agent or officer of the Association may at any reasonable hour or hours during construction or remodeling, enter and inspect any of said property as to its maintenance or improvements to determine if there has been compliance with the provisions hereof. The Association, and any agent, or officer thereof, shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Association may issue a certificate of completion and compliance as to any property so inspected.

Section 4. EVIDENCE OF COMPLIANCE WITH RESTRICTIONS. Records of the Association with respect to compliance with the provisions of this Declaration shall be conclusive evidence as to all matters shown by such records. Issuance of a certificate of completion and compliance by the Secretary or an Assistant Secretary of the Association showing that the plans and specifications for the improvements or other matters herein provided for have been approved and that such improvements have been made in accordance therewith, or a certificate as to any matters relating to this Declaration by the Secretary or an Assistant Secretary of the Association shall be conclusive evidence that shall justify and protect any title company insuring title to any property subject to this Declaration and shall fully protect any purchaser or encumbrancer in connection therewith. After the expiration of one year following the issuance of a building permit therefor by municipal or other governmental authority, any structure, work, improvement or alteration shall be deemed to be in compliance with the provisions thereof unless a notice of non-compliance executed by the Association shall have been recorded in the office of the County Clerk in which the property is located, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 5. MINOR VIOLATION OF SETBACK RESTRICTIONS. If upon the erection of the first single family dwelling upon any of the Building Sites which are subject to these restrictions it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement may be waived by the written consent and waiver of the Owners of the Building Sites immediately adjoining on either side of the Building Site upon which the violation or infringement occurs, and such waiver shall be binding upon all other Owners which are subject to these restrictions. Nothing herein contained shall prevent the prosecution of a suit for any other violation of the restrictions contained in this Declaration. A "minor violation" for the purpose of this section is a violation of not more than two feet beyond the setback lines as herein set forth. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to such structure.

ARTICLE IX.

RESERVATION OF EASEMENTS.

Declarant hereby grants to the City of Lake Oswego and also reserves to itself, its successors and assigns, perpetual easements under, over and across all Common Properties and under, over and across strips of land five feet in width running along and interior to the side lines and rear lines of each Building Site and each Block for the purpose of erecting, constructing, maintaining and operating sewers and drainage systems, and poles, pipes, wires, cables, guys, anchors and conduits for lighting, heating, power, telephone and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon, or above the surface of such Common Properties and five foot strips of land. Declarant reserves the right to cut and/or trim any tree or other growth on such Common Properties and such five foot strips which may interfere with or menace the construction, maintenance or operation of such utilities.

On all Common Properties shown as such on recorded plats and not lying between dotted lines within street boundaries and lot lines on recorded plats, the easement herein granted to the City of Lake Oswego shall be limited to a strip five feet on either side of the center line of each sewer or other pipeline, conduit, cable or other utility instrumentality as initially placed in, on or under such Common Properties.

On all Common Properties lying between dotted lines within street boundaries and lot lines on recorded plats, the easement herein granted to the City of Lake Oswego shall include the rights to go upon such Common Properties to maintain and repair improved streets.

Declarant hereby reserves to itself, its successors and assigns, perpetual easements across all Common Properties for bridle paths to be used with any equestrian, stable, rental or boarding business of Declarant, its successors, assigns, lessees or licensees.

ARTICLE X.

MAINTENANCE OBLIGATIONS OF OWNER.

Section I. VACANT LOTS. It is the intent of these restrictions that vacant lots be maintained in a reasonably presentable condition. Therefore, the Association shall have the right at all times to enter upon any Lot or Building Site that is vacant and unplanted or untenanted by the Owner after reasonable notice to the Owner, to remove debris, weeds or other waste material and to trim, cut back, remove if damaged or dead, cultivate and/or maintain hedges, trees, shrubs, plants or lawns, 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 as to annual and special assessments.

Section 2. OWNER'S OBLIGATION TO MAINTAIN PLANTING. Where the Association has permitted an Owner to plant a portion of the Common Properties abutting the Owner's property in accordance with the Owner's landscaping design, the Owner shall thenceforth be obligated to maintain at his own expense such planting. Failure of the Owner to maintain the landscaping of such portion of the Common Properties or parking bays thereon shall give the Association a 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 manner provided in Article V.

Section 3. REASONABLE NOTICE. "Reasonable Notice", as that term is used in this article shall mean mailing by certified mail to the last known address of the Owner shown on the books of the Association not less than ten days before entry on such Owner's property is made or maintenance of such landscaping is undertaken pursuant to Section 2.

ARTICLE XI.

ERECTION OF SIGNS OR STRUCTURES BY DECLARANT.

Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agent of structures or signs for the conduct of its business in connection with or upon The Properties while the same or any part thereof is owned by Declarant.

ARTICLE XII.

GENERAL PROVISIONS.

Section I. 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 or the Owner of any Building Site or Living Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty years from the date this Declaration is recorded. After such term such covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by the then Owners of two-thirds of the Building Sites and Living Units 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 year period by an instrument signed by not less than 75% of the Owners of Building Sites or Living Units and thereafter by an instrument signed by not less than 66^{2/3}% of such Owners. Any amendment must be properly recorded.

Section 2. NOTICES. 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 on the records of the Association at the time of such mailing.

Section 3. ENFORCEMENT. The Association or any Owner 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 recovery of damages for any such violation. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. SEVERABILITY. Invalidation of anyone of these covenants or restrictions by judgment or court decree shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. EFFECT OF MUNICIPAL ORDINANCES. Police, fire and other public safety ordinances of any municipal corporation having jurisdiction over any portion of The Properties shall govern where more restrictive than these covenants and restrictions.

IN WITNESS WHEREOF the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

MOUNTAIN PARK CORPORATION

By: __ (CARL HALVORSON) __

President

ATTEST:

__ (W.S. AMAN) __

Secretary

STATE OF OREGON)
)ss
County of)

On this 18th day of July, 1968, before me appeared __ Carl M. Halvorson _____ and
__ W.S. Aman _____

Both to me personally known, who being duly sworn, did say that he, the said Carl M. Halvorson is the President, and he, the said W.S. Aman is the Secretary of MOUNTAIN PARK CORPORATION the within named Corporation, and that the seal affixed to said instrument is the corporation seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Carl M. Halvorson and W.S. Aman acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF. I have hereunto set my hand and affixed my official seal the day and year last above written.

NOTARY PUBLIC FOR OREGON

My Comm. Exp.

THESE DOCUMENTS WERE DULY RECORDED IN MULTNOMAH AND CLACKAMAS COUNTIES

MULTNOMAH COUNTY

RECORDED AUGUST 5. 1968 IN BOOK 633 PAGE 896

CLACKAMAS COUNTY

RECORDED AUGUST 5. 1968 DOCUMENT RECORD NUMBER 68-16579

ARTICLES OF INCORPORATION

of

MOUNTAIN PARK HOME OWNERS ASSOCIATION

The undersigned acting as an incorporator under the Oregon Nonprofit Corporation Law, adopts the following Articles of Incorporation.

ARTICLE I.

The name of the corporation is MOUNTAIN PARK HOME OWNERS ASSOCIATION, and its duration shall be perpetual.

ARTICLE II.

The purpose or purposes for which the corporation is organized are:

1. To engage without profit to its members in such activities as may promote the health, safety, welfare and common good of the residents of the community known as Mountain Park residing in those certain tracts of property described as Mountain Park Plats 1,2,3, and 4 and in such additional property as may be brought within the jurisdiction of this corporation in the manner provided in these articles.
2. To exercise all the powers and privileges and to perform all of the duties and obligations of the corporation as defined and set forth in Declaration of Restrictions of Mountain Park Corporation (referred to hereafter as Declaration) applicable to the property and recorded in the office of the County Clerk of Multnomah and Clackamas County, as such Declaration may be from time to time amended, including without limitation the establishment and enforcement of payment of charges or assessments pursuant to the terms of such Declaration.
3. To provide for the maintenance, preservation and operation of the Common Properties (as that term is defined in the Declaration) within the property described in this Article for the benefit of the residents of such community.
4. To provide, maintain and operate parks, athletic facilities and other recreational facilities which will be of benefit to the residents of such community.
5. To acquire by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease as lessor or lessee, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation.
6. This corporation shall have all corporate powers enumerated in the Oregon Nonprofit Corporation Law.

ARTICLE III.

MEMBERSHIP.

Members of the corporation shall be every owner of a fee or an undivided fee interest in any Building Site or Living Unit (as those terms are defined in the Declaration) subject by covenant of record to assessments by the corporation and every person who holds a contract purchaser's interest of record in a Building Site or Living Unit. There shall be no other qualification for membership except as set forth above. Membership shall terminate on transfer of a fee simple title by an Owner or the contract purchaser's interest by the contract purchaser who qualifies as a member. If an Owner sells a Building Site or Living Unit by contract of sale, upon recordation thereof, the Owner's membership shall terminate and the contract purchaser's membership shall commence. The board of directors of the corporation may establish by resolution a classification of associate membership which shall be applicable to residents of the Mountain Park Community who are not eligible as members, and to tenants of members of the corporation. Associate members shall have no voting rights.

ARTICLE IV.
VOTING RIGHTS.

There shall be two classes of voting membership:

1. Class A members will be all those members other than the Declarant. Class A member will be entitled to one vote for each Building Site or Living Unit in which they hold the interest required for membership by Article III. If more than one person holds such interest or interests, all such persons shall be members, but the vote for such Building Site or Living Unit shall be exercised as the persons holding such interest shall determine between themselves, provided that in no event shall more than one vote be cast with respect to any such Building Site or Living Unit. Class A members shall be entitled to elect three members of the board of directors of the Association so long as there is Class B membership.

2. The Class B members shall be the Declarant. The Class B member shall be entitled to elect four 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, and shall be converted to Class A membership without further act or deed on December 31, 1978.

ARTICLE V.
BOARD OF DIRECTORS.

The number of directors constituting the initial board of directors of the corporation is five, and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and take office are:

Carl M. Halvorson 1850 North Shore Road Lake Oswego, Oregon Daryl K. Mason 315 Berwick Road Lake Oswego, Oregon Walter S. Aman 8725 S.W. Garden Home Road Portland, Oregon Gerson F. Goldsmith 1775 S.W. South Shore Road Lake Oswego, Oregon Lem V. Nelson 11110 S.W. Collina Avenue Portland, Oregon

Directors need not be members of the corporation. At the first annual meeting the Class A members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years. The Class B member at such meeting shall elect four directors for a term of three years. Thereafter the members shall elect directors for a term of three years to fill the terms of office of directors whose terms expire at such annual meeting.

Directors elected by Class A members may be removed from office by majority vote of the Class A members voting in person or by proxy at a meeting called for the purpose of considering such removal. Directors elected by the Class B member may be removed by written notification to the secretary of the Association of such removal.

ARTICLE VI.

ADDITIONS TO PROPERTIES AND MEMBERSHIP.

Additions to the properties described in Article II may be made only in accordance with the provisions of the Declaration. Such additions when properly made under the covenants contained in the Declaration shall extend the jurisdiction, functions, duties and membership of this corporation to such properties. Where such covenants require that additions to the properties be approved by this corporation, such approval must have the assent of at least two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

ARTICLE VII.

AUTHORITY TO DEDICATE.

The corporation shall have power to dedicate, sell or transfer all or any part of the Common Properties to any municipal corporation, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by a vote of not less than two-thirds of all the members of each class of membership entitled to vote. Such vote may be in person or by proxy at a meeting duly called for such purpose.

The corporation shall have power to exchange any part of the Common Properties not in excess of 40,000 square feet for a like amount of property contiguous to such Common Property, provided that the Board of Directors of the corporation by unanimous vote of all of the members of the Board of Directors then in office finds: (a) that such an exchange will be beneficial to the corporation, and (b) that the value of the property exchanged is at least equal to the value of the Common Properties involved in the exchange.

ARTICLE VIII.

MERGERS AND CONSOLIDATIONS

Subject to the provisions of the Declaration and to the extent permitted by law the corporation may merge or consolidate with other nonprofit corporations organized for the same purposes, provided that such merger or consolidation shall have the assent of two-thirds of the vote of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

ARTICLE IX.

AUTHORITY TO MORTGAGE.

The corporation shall have authority to mortgage the Common Properties as that term is defined in the Declaration upon the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for the purpose of considering such authority.

ARTICLE X.

DISSOLUTION.

The corporation may be dissolved only upon the vote to such effect of not less than two-thirds of all the members of each class of membership entitled to vote. Such vote may be in person or by proxy at a meeting duly called for such purpose.

Upon dissolution of the corporation, the assets both real and personal of the corporation shall be dedicated to an appropriate municipal corporation or other public agency to be devoted to purposes as nearly as practical the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes and uses to which they were required to be devoted by the corporation.

ARTICLE XI.

AMENDMENTS.

Amendment of these articles shall require the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting called to consider such amendment. However, the voting requirements specified for any action under any provision of these articles shall only be amended in accordance with the voting requirements thus specified.

ARTICLE XII.

REGISTERED OFFICE AND REGISTERED AGENT.

The address of the initial registered office of the corporation is 10626 S.W.. Barbur Boulevard, Portland, Oregon, and the name of its initial registered agent at such address is Lem V. Nelson.

ARTICLE XIII.

INCORPORATOR.

The name and address of the incorporator is Gerson F. Goldsmith, 901 Executive Building, Portland, Oregon 97204.

BYLAWS
of
MOUNTAIN PARK HOME OWNERS ASSOCIATION

ARTICLE I.
DEFINITIONS.

The following terms when used herein shall have the following meanings unless a different meaning is plainly required by the context.

1.1 “Association” shall mean Mountain Park Home Owners Association, its successors and assigns.

1.2 “Common Properties” shall mean those areas of land shown or declared as such in any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

1.3 “Declaration” shall mean the Declaration of Restrictions of Mountain Park Corporation applicable to The Properties.

1.4 “The Properties” shall mean the real property described as Mountain Park Plat 1, 2, 3, and 4 as recorded in plat records Multnomah and Clackamas County and such additional property as may be brought within the jurisdiction of the Association in the manner provided in the Articles of Incorporation.

ARTICLE II.
LOCATION.

The principal office of the Association shall be located at 10626 S.W. Barbur Boulevard, Portland, Oregon.

ARTICLE III.
MEMBERSHIP.

3.1 ELIGIBILITY. Eligibility for membership is set forth in Article III. of the Articles of Incorporation.

3.2 RIGHTS OF ENJOYMENT. Each member shall be entitled to use and enjoyment of the Common Properties and other facilities provided by the Association. Any member may delegate his rights of enjoyment of the Common Properties and other facilities to the members of his family and his tenants who reside in the Mountain Park Community. The board of directors shall determine the proceeding for notification of the Association of the names of persons to whom such rights have been delegated. In the event that any assessment of property on which a member resides is delinquent, the board of directors may suspend the right of the member, members of his family and tenants to the use of the Common Properties and recreational facilities of the Association until such assessment has been paid. Such rights of a member, members of his family and tenants may also be suspended after notice and hearing for a period not to exceed 30 days for violation of any rules and regulations established by the board of directors concerning the use of the Common Properties and facilities furnished by the Association.

3.3 VOTING RIGHTS. Voting rights of members are set forth in Article IV. of the Articles of Incorporation.

3.4 ASSOCIATE MEMBER. The board of directors may establish a classification of associate members by appropriate resolution as set forth in the Articles of Incorporation and may determine the qualifications and rights of associate members.

ARTICLE IV.

MEETINGS OF MEMBERS.

4.1 ANNUAL MEETING. The annual meeting of the members shall be held in Lake Oswego, Oregon or at such other place in Clackamas County or Multnomah County, Oregon, and at such date and time in the month of March of each year as may be prescribed by the board of directors.

4.2 SPECIAL MEETINGS. Special meetings of the members may be called at any time by the board of directors upon written request of the Class B member or of Class A members who are entitled to vote one-quarter of the votes of the Class A membership.

4.3 NOTICE. Notice of all meetings of members shall be mailed by or at the direction of the secretary to each member, postage prepaid, at the address thereof as shall appear in the records of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall be so mailed not less than seven days nor more than 50 days prior to the date of such meeting. However, notice shall be mailed to each member as hereinabove set forth not less than 30 days nor more than 50 days with respect to any meeting called to consider any of the following matters:

Additions to the Properties,

Dedication, sale or transfer of any part of the Common Properties,

Merger or consolidation, Mortgage of any part of the Common Properties,

Dissolution of the Association,

Levy of special assessment for capital improvements or change in maximum annual assessment..

The notice of the meeting shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of the meeting.

4.4 QUORUM. Except as hereafter provided, the presence at any meeting in person or by proxy of members entitled to cast one-tenth of the votes of each class of membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereon shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as set forth above shall be present or be represented.

4.5 SPECIAL QUORUM REQUIREMENTS. The presence at any meeting in person or by proxy of those members entitled to cast 60% of the votes of each class of membership shall constitute a quorum for action on the following matters:

Additions to The Properties,

Merger and consolidation,

Mortgage of the Common Properties

Presence in person or by proxy of members entitled to cast not less than 66^{2/3} of the votes of each class of membership shall constitute a quorum for any meeting at which corporate action is taken on dedication, sale or transfer of any part of the Common Properties or dissolution of the Association.

If the required quorum for any of the matters set forth in this section other than dedication, sale or transfer of any part of the Common Properties or dissolution is not forthcoming at a meeting, another meeting may be called subject to the notice requirements set forth in this article, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

4.6 PROXIES. A member may vote in person or by proxy executed in writing and filed with the secretary. Every proxy shall be revocable and shall automatically terminate upon termination of membership.

ARTICLE V

BOARD OF DIRECTORS.

5.1 NUMBER. The affairs of this Association shall be managed by a board of five directors until the first annual meeting. After the first annual meeting the board of directors shall consist of seven members. Directors need not be members of the Association.

5.2 TERM. The directors named in the Articles of Incorporation shall serve until the first annual meeting. At the first annual meeting the Class A members shall elect one director for the term of one year, one director for a term of two years and one director for a term of three years. The Class B member at such meeting shall elect four directors for a term of three years. Thereafter the members entitled to vote for directors as provided in the Articles of Incorporation shall elect directors for a term of three years to fill the terms of office of directors whose terms expire at such annual meeting. Directors shall serve until their successors are elected and assume office.

5.3 VACANCIES. In the event of death, resignation, or removal of a director, his successor shall be selected by a majority vote of the remaining directors who have been elected by the class of members who elected the director who died, resigned or was removed. A director elected to fill a vacancy shall hold office during the remainder of the term of the director succeeded.

5.4 COMPENSATION. No director shall receive compensation for any service he may render to the Association as a director. However, any director may be reimbursed for his actual expense incurred in the performance of his duties as a director and may receive compensation for service to the Association in other capacities than as a director.

5.5 NOMINATION OF DIRECTORS. Nomination for election by Class A members to the board of directors shall be made by a nominating committee appointed by the president and consisting of a chairman who shall be a member of the board of directors elected by Class A members and two or more members of the Association. The nominating committee shall make as many nominations as it shall in its discretion determine but not less than the number of vacancies that are to be filled at such annual meeting. The report of the nominating committee shall be included in the notice of the annual meeting. Nominations may also be made from the floor at the annual meeting.

5.6 MANNER OF ELECTION. In any case where the number of nominations by Class A members for the board of directors exceeds the number of vacancies, election shall be by secret written ballot. At each election the members or their proxies may cast in respect to each vacancy as many votes as they are entitled to vote by the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. The Class B member shall elect the directors it is entitled to elect by a written statement delivered to the Secretary of the Association.

5.7 INDEMNIFICATION OF DIRECTORS. Under the conditions stated in this section, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the corporation, against all damages, judgements, fines, amounts paid in settlement and expenses including, but not limited to, attorney fees, actually and reasonably incurred by such person in connection with the action, suit or proceeding. The conditions for such indemnification are:

1. Compliance by the indemnitee with the standard of good faith and reasonableness of such person's actions and conduct required by the provisions of ORS Chapter 61 applicable to the type of action, suit or proceeding, and

2. Compliance with the method of determination of eligibility for indemnification required by the provisions of ORS Chapter 61.

Indemnification may be made although the indemnitee is adjudged to be liable for negligence or misconduct in the performance of such person's duties if the court in which the action or suit was brought determines that in view of all of the circumstances of the case, the person is fairly and reasonably entitled to indemnity for the expenses which the court shall deem proper.

ARTICLE VI.

MEETINGS OF THE BOARD OF DIRECTORS.

6.1 REGULAR MEETING. Within ten days after each annual meeting of members, the directors elected at such meeting and those holding over shall hold an organization meeting for the purpose of electing officers as hereinafter provided and for transaction of such other business as may come before the meeting. If all directors are present at the time and place of such meeting, no prior notice of such meeting shall be required to be given to the directors.

The board of directors by resolution may establish the date, time and place for other regular meetings of the board.

6.2 SPECIAL MEETINGS. Special meetings may be called by the president and must be called by the president at the request of at least two directors. Such special meeting may be held at such time and place as the board of directors or the president shall determine and any business may be transacted at such meeting.

6.3 NOTICES. No notice need be given of regular meetings held pursuant to resolution of the board of directors as hereinabove specified. Notice of special meetings shall be given at least three days prior to the date of such meeting either personally, by mail, telephone or telegraph. Attendance at a meeting shall constitute a waiver of notice thereof.

6.4 QUORUM. A majority of the directors shall constitute a quorum but no action of the board of directors shall be valid unless it is approved by an affirmative vote of at least four directors.

6.5 ACTION WITHOUT A MEETING. Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors to such action. Any action taken shall have the same effect as though taken at a meeting of the directors.

ARTICLE VII.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

7.1 GENERAL POWERS. The board of directors shall have power to:

- A. Adopt and publish rules and regulations governing the use of the Common Properties and facilities provided by the Association, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof;
- B. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these bylaws, the Articles of Incorporation or the Declaration;
- C. Lease or otherwise acquire the use of any and all kinds of recreation and athletic facilities for the use and benefit of the members of the Association and to enter into management contracts for the management of such facilities.
- D. Declare the office of a member of the board of directors to be vacant in the event such member shall be absent without excuse from three consecutive regular meetings of the board of directors.
- E. To employ a manager and other employees and officials, prescribe their duties and fix their compensation.

7.2 DUTIES OF THE BOARD OF DIRECTORS. It shall be the duty of the board of directors to:

- A. Cause to be kept a complete record of all of its acts and the proceedings of its meetings and to cause to be presented at the annual meeting of the members a report reviewing the business and affairs of the Association for the year.
- B. As more fully provided in the Declaration, to fix the amount of the annual assessment against each Building Site or Living Unit (as those terms are defined in the Declaration) and give the owner subject thereto written notice of such assessment at least 30 days prior to the due date thereof, and to cause to be prepared a roster of property subject to assessment with assessments applicable to each such property and to keep such roster in the Association office subject to inspection by any owner.
- C. Procure and maintain adequate liability and hazard insurance on property owned, leased or otherwise used by the Association.
- D. Cause all officers or employees having fiscal responsibilities to be bonded with sufficient surety for the faithful performance of their official duties, the premium on such bond to be paid by the Association.
- E. Cause the Common Properties to be maintained.

ARTICLE VIII.

COMMITTEES.

8.1 ARCHITECTURAL COMMITTEE. The board of directors shall appoint an Architectural Committee of three or more persons who need not be members of the Association, which Committee may act for the board of directors to the extent set forth in the Declaration.

8.2 OTHER COMMITTEES. The board of directors shall appoint such other committees as it in its discretion deems necessary to assist in the operation of the affairs of the Association including without limitation, a Recreation Committee a Maintenance Committee, a Publicity Committee and an Audit Committee. Committee members need not be members of the board of directors.

ARTICLE IX.

OFFICERS

9.1 OFFICERS. The officers of this Association shall be a president and vice president who shall be members of the board of directors, and a secretary and a treasurer who may but need not be members of the board of directors. The board of directors may appoint an assistant secretary or an assistant treasurer by resolution entered on its minutes. The officers shall be elected at the organization meeting of the board of directors each year and the term of office shall be for a period of one year and until their successors are elected and assume office, unless such officer resigns or is removed.

9.2 REMOVAL, RESIGNATION AND VACANCIES. Any officer may be removed from office with or without cause by the board. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

9.3 PRESIDENT. The president shall preside at all meetings of the members of the Association and of the board of directors. He shall sign for the Association such contracts and other documents as he may be authorized by the board of directors to sign and shall perform all acts and duties usually performed by a president or as prescribed by the board of directors.

9.4 VICE PRESIDENT. In the absence or disability of the president the vice president shall preside and perform the duties of the president. He shall also perform such other duties as may be delegated to him by the board of directors.

9.5 SECRETARY. The secretary shall keep or cause to be kept a complete record of all meetings of the Association and of the board of directors; serve notice of the meetings of the board of directors and of the members; keep appropriate current records showing the members of the Association together with their addresses; perform such duties as he is required to perform in connection with assessments; and shall perform such other duties as may be required by the board. The assistant secretary may be authorized by the board of directors to perform the duties of the secretary.

9.6 TREASURER. The treasurer shall keep such records, make such reports and perform such other duties as may be required from time to time by the board of directors.

9.7 DELEGATION AND CHANGE OF DUTIES. In the event of absence or disability of any officer, the board of directors may delegate during such absence or disability the powers or duties of such officer to any other officer or any director.

ARTICLE X.

ASSESSMENTS.

10.1 BASIS AND DETERMINATION. The basis for annual assessments on Building Sites and Living Units is set forth and established in Declaration.

The board of directors shall determine the assessments for Living Units, structures composed of Leased Living Units (as defined in the Declaration) and condominium developments in accordance with the requirements and limitations prescribed in Article V. of the Declaration. The board of directors may fix an annual assessment in an amount less than the maximum set forth in the Declaration. The maximum annual assessment established in the Declaration may be changed as provided in the Declaration by vote of the membership. Special assessments for capital improvements may likewise be established by vote of the membership as set forth in the Declaration.

10.2 CERTIFICATES WITH RESPECT TO ASSESSMENT. The secretary shall cause to be furnished to any Owner liable for an assessment upon demand of such Owner a certificate in writing setting forth whether the assessments on the property of Owner have been paid. The secretary of the Association shall cause to be filed in the office of the County Clerk in which the property is located within 90 days after a delinquency with respect to an assessment a statement of the amount of the delinquent assessment together with interest, and upon payment in full thereof shall execute and file a proper release of such lien.

ARTICLE XI.

BOOKS, RECORDS, SEAL, AUDIT.

11.1 INSPECTION BY MEMBERS. The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member at the office of the Association.

11.2 CORPORATE SEAL. The corporate seal of the Association shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation and the year of incorporation.

11.3 AUDIT. An annual audit shall be made by a Certified Public Accountant previous to the date of each annual meeting, at which meeting such report shall be presented. A special audit shall be made at any time upon order of the board of directors or upon a majority vote of the members at any regular or special meeting.

11.4 EXECUTION OF CORPORATE DOCUMENTS. When the execution of any instrument has been authorized by the board of directors without specifying the executing officer, such instrument may be executed by any two of the following officers: the president, vice president, secretary, treasurer and assistant secretary. The board of directors may, however, authorize anyone of such officers to sign any of such instruments for and on behalf of the Association and may designate officials or employees of the Association other than those named above who may sign such instrument.

ARTICLE XII.

AMENDMENTS.

These bylaws may be amended at a regular or special meeting of the members provided that such amendment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at such meeting and that notice of the amendment had been included in notice of the meeting. Any matter stated in these bylaws to be or which is in fact governed by the Declaration may not be amended except as provided in such Declaration. In the case of any conflict between such Declaration and these bylaws, the provisions of the Declaration shall control.

APPENDIX "A"

MOUNTAIN PARK HOMEOWNERS ASSOCIATION

ASSESSMENT SUMMARY

July 1970: Initial Basic Annual Assessment

Single Family	-\$ 180.00
Duplex	-\$ 112.50
Townhouse/Condo	-\$ 135.00
Apartments	-\$ 90.00 per unit

May 1975: Basic Annual Assessment + TV Charge

Single Family	-\$ 264.00
Duplex	-\$ 196.50
Townhouse/Condo	-\$ 219.00
Apartments	-\$ 126.00 per unit

July 1976: Basic Annual Assessment + TV Charge

Single Family	-\$ 324.00
Duplex	-\$ 234.00
Townhouse/Condo	-\$ 264.00
Apartments	-\$ 144.00 per unit

July 1977: Basic Annual Assessment (TV charge absorbed into assessment)

Single Family	-\$ 324.00
Duplex	-\$ 264.00
Townhouse/Condo	-\$ 264.00
Apartments	-\$ 144.00 per unit

February 1978: Basic Annual Assessment

Single Family	-\$ 324.00
Duplex	-\$ 264.00
Townhouse/Condo	-\$ 264.00
Apartments	-\$ 162.00 per unit

April 1981: Basic Annual Assessment

Single Family	-\$ 384.00
Duplex	-\$ 312.00 (one living unit
Townhouse/Condo	-\$ 312.00 in height)
Condominiums	-\$ 192.00 (more than one living unit in height)
Apartments	-\$ 192.00 per unit

March 1999: Basic Annual Assessment

Single Family	-\$ 444.00
Duplex	-\$ 360.00 (one living unit
Townhouse/Condo	-\$ 360.00 in height)
Condominiums	-\$ 222.00 (More than one living unit in height)
Apartments	-\$ 222.00 (per unit)

July 2003: Basic Annual Assessment

Single Family -\$ 522.00
Duplex -\$ 422.40 (one living unit
Townhouse/Condo -\$ 422.40 in height)
Condominiums -\$ 261.00 (More than one living unit in height)
Apartments -\$ 261.00 (per unit)

January 2004: Basic Annual Assessment

Single Family - \$ 546.00
Duplex - \$ 441.60
Townhouse/Condo - \$ 441.60 (one living unit in height)
Condominiums -\$ 273.00 (More than one living unit in height)
Apartments - \$ 273.00 (per unit)

January 2005: Basic Annual Assessment

Single Family -\$ 570.00
Duplex - \$ 460.80 (one living unit
Townhouse/Condo - \$ 460.80 in height)
Condominiums -\$ 285.00 (More than one living unit in height)
Apartments - \$ 285.00 (per unit)

January 2006: Basic Annual Assessment

Single Family - \$ 594.00
Duplex - \$ 480.00 (one living unit
Townhouse/Condo - \$ 480.00 in height)
Condominiums - \$ 297.00 (More than one living unit in height)
Apartments - \$ 297.00 (per unit)

January 2007: Basic Annual Assessment

Single Family - \$ 618.00
Duplex -\$ 499.20 (one living unit
Townhouse/Condo -\$ 499.20 in height)
Condominiums - \$ 309.00 (More than one living unit in height)
Apartments, -\$ 309.00 (per unit)

March 2008 - Increase in Maximum Annual Assessment

On March 13, 2008 the Members passed an automatic increase in the Maximum Annual Assessment permitted in the Declaration, Article V Section 3. The automatic increase is based upon the Consumer Price Index, All Urban Consumers, Portland-Salem (CPI). The maximum annual assessment would automatically increase each year based on the CPI. The Board may, in its discretion, set the annual assessment lower than the maximum allowed.

October 2008 - Increase in Maximum Annual Assessment

On October 16, 2008 the Members passed an increase in the MAA to fund the renovation and operation of the clubhouse. The MAA will continue to be subject to annual CPI increases as approved by the members at the March 2008 annual meeting. The MAA increase was effective November 1, 2008 by the following amount:

- Single family residences \$13.25/mo
- Condominiums and townhouses one living unit in height \$10.20/mo
- Apartments and condominiums more than one living unit in height \$ 6.63/mo

The board will determine the annual assessment based on its annual budget each year.

January 2009: Basic Annual Assessment

Single Family	\$828.97
Duplex	\$663.17 (one living unit in height)
Townhouse/Condo	\$663.17 (one living unit in height)
Condominiums	\$414.48 (more than one living unit in height)
Apartments	\$414.48 (per unit)

APPENDIX "B"

LIST OF SUPPLEMENTAL DECLARATIONS OF COVENANTS AND RESTRICTIONS

The Declaration of Restrictions of Mountain Park Corporation has been supplemented and amended as follows:

- I. Mountain Park Plat 5, recorded January 23, 1969, filing number 69-1278, in the records of Clackamas County, Oregon, and Mountain Park Plat 6, recorded February 28, 1969, in Book 665, page 863, Film Records of Multnomah County, Oregon, are subject to the aforementioned Declaration of Restrictions and Supplemental Declaration of Covenants and Restrictions of Mountain Park Corporation, dated January 20, 1969, and recorded April 10, 1969, in Book 671, page 1205, Film Records of Multnomah County, Oregon and recorded April 11, 1969, filing number 69-6089, Clackamas County, Oregon.
- II. Mountain Park Plat 7, recorded March 13, 1970, filing number 70-4754, in Clackamas County, Oregon, and Mountain Park Plat 8, recorded July 27, 1971, filing number 71-17731, in Clackamas County, Oregon, are subject to the aforementioned Declaration of Restrictions and to Supplemental Declaration of Covenants and Restrictions of Mountain Park Corporation, dated March 11, 1970, and recorded March 30, 1970, filing number 70-5812, Clackamas County, Oregon.
- III. Mountain Park, Blocks 10-31, which said Plat was recorded July 14, 1971, in Book 800, page 295, Film Records of Multnomah County, Oregon, is subject to the aforementioned Declaration of Restrictions and the Third Supplemental Declaration of Covenants and Restrictions of Mountain Park Corporation and Amendment of Plat, dated January 6, 1972, and recorded January 14, 1972, in Book 834, page 779, Film Records of Multnomah County, Oregon.
- IV. Mountain Park Plat 11, recorded November 24, 1971, filing number 71-33403, Clackamas County, Oregon, Mountain Park Plat 12, recorded January 14, 1972, filing number 72-1124, Clackamas County, Oregon, and Mountain Park Plat 13, recorded January 14, 1972, filing number 72-1125, Clackamas County, Oregon, are subject to the aforementioned Covenants and Restrictions, dated December 16, 1971, and recorded December 17, 1971, filing number 71-35494, and re-recorded January 17, 1972, filing number 72-1181, Clackamas County, Oregon.
- V. Mountain Park Plat 14, recorded December 31, 1974, filing number 74-35930, Clackamas County, Oregon, are subject to the aforementioned Declaration of Restrictions and the Fifth Supplemental Declaration of Covenants and Restrictions dated November 27, 1974, and recorded on December 31, 1974, filing number 74-35959, Clackamas County, Oregon.
- VI. Mountain Park, Blocks, 32-34, which said Plat was recorded December 30, 1974, in Book 1205, pages 57, 58, and 59, Film Records and Multnomah County, Oregon, is subject to the aforementioned Declaration of Restrictions and the Sixth Supplemental Declaration of Covenants and Restrictions dated November 27, 1974, and recorded on December 30, 1974, in Book 1022, page 179, Multnomah County, Oregon.

- VII. Seventh Supplemental Declarations of Covenants and Restrictions dated June 16, 1976, and recorded June 17, 1976, filing number 76-20034, Clackamas County, Oregon. Affects property to be developed under Phase V B-2 and 3 in accord with the general plan and approved by the City of Lake Oswego.
- VIII. Eighth Supplemental affects property of Phase V B-2 and 3 located in Multnomah County, Oregon. Mountain Park, Blocks 42-44, which said Plat was recorded on December 4, 1977, in Book 1208, pages 23 and 24, Film Records of Multnomah County, Oregon, is subject to the aforementioned Declaration and Restrictions dated June 16, 1976, and recorded June 18, 1976, in Book 1110, page 1160, Multnomah County, Oregon.
- IX. Mountain Park, Blocks 35-41, which said Plat was recorded on December 2, 1977, in book 1208, pages 19 through 22, Film Records of Multnomah County, Oregon, is subject to the aforementioned Declaration of Restrictions and the Ninth Supplemental Declaration of Covenants and Restrictions dated September 16, 1977, and recorded on October 4, 1977, in Book 1211, Page 2065 and re-recorded October 7, 1977, in Book 1212, Page 1917, Multnomah County, Oregon.
- X. Mountain Park, Blocks 45-57, Phase V-D, which said Plat was recorded November 14, 1978, in Book 1210, pages 20, 21, 22, Film Records of Multnomah County, Oregon, and Ratification of Declaration dated November 13, 1978, and recorded November 14, 1978, Book 1308, page 2487, Multnomah County, Oregon, are subject to the aforementioned Declaration of Restrictions and the Tenth Supplemental Declaration of Covenants and Restrictions dated October 26, 1978, and recorded on November 14, 1978, in Book 1308, page 2469, Multnomah County, Oregon.
- XI. Mountain Park Plat 9, recorded October 11, 1972, filing number 72-31067, Clackamas County, Oregon, and re-recorded Blocks 7 and 10, October 30, 1978, filing number 78-46626, Clackamas County, Oregon, is subject to the aforementioned Declaration of Restrictions and the Eleventh Supplemental Declaration of Covenants and Restrictions recorded November 16, 1978, filing number 78-49341, Clackamas County, Oregon.
- XII. Mountain Park, Blocks 63-78, which said Plat was recorded December 29, 1978, in Book 1210, Pages 53 and 54. Film Records of Multnomah County, Oregon, are subject to the aforementioned Declaration of Restrictions and the Twelfth Supplemental Declaration of Covenants and Restrictions, dated December 29, 1978, and recorded on January 2, 1979. Book 1320. Page 1789, Multnomah County, Oregon.
- XIII. Mountain Park Town Center Parcels II and III are subject to the aforementioned Declaration of Restrictions and the Thirteenth Supplemental Declaration of Covenants and Restrictions dated October 28, 1982, and recorded on October 29, 1982, in Book 1625, Page 2296. Multnomah County, Oregon, filing number 82-29986, Clackamas County, Oregon.
- XIV. Mountain Park, Blocks 58-62. Block 60, Lots 2-8, 11 and Block 61, Lots 1-4 are subject to the aforementioned Declaration of Restrictions and the Fourteenth Supplemental Declaration of Covenants and Restrictions, dated August 11, 1980, and recorded March 26, 1984, in Book 1735, Page 1488, Multnomah County, Oregon.

- XV. Mountain Park. Phase V-B 3, which said Plat was recorded July 21, 1981, filing number 81-25793 (which was a replat of Mountain Park No.15, a series of 66 lots) is subject to the aforementioned Declaration of Restrictions and the Fifteenth Supplemental Declaration of Covenants and Restrictions, dated July 22, 1981, and recorded on November 19, 1982, filing number 82-31918, Clackamas County, Oregon.
- XVI. Mountain Park. Lots 2-9, 48-50 in Mountain Park #15, are subject to the aforementioned Declaration of Restrictions and the Sixteenth Supplemental Declaration of Covenants and Restrictions, dated August 11, 1980, and recorded December 14, 1982, filing number 82-34117, Clackamas County, Oregon.
- XVII. Mountain Park. Block 57, Old fire station site owned by the City of Lake Oswego. Approved by the Mountain park Home Owners Association membership at the Annual Meeting, 1988, is subject to the aforementioned Declaration of Restrictions and the Seventeenth Supplemental Declaration of Covenants and Restrictions, dated July, 25, 1988, and recorded July 29, 1988, in Book 2124, Page 1382. Multnomah County, Oregon.
- XVIII. Mountain Park, Block 59 Lots 1-9, Lot owners agreed to divide each fourplex lot into two single family lots. Unnumbered supplement dated April 2, 1984 and recorded April 18, 1984, in Book 1741, Page 1838, Multnomah County, Oregon.

Mountain Park Declaration of Restrictions, Guidelines, and Clarifications

The Mountain Park Declaration of Restrictions, established in 1968, sets forth the rules for our community. The rules are intended to give homeowners more control over their community, protect property values, and maximize the quality of life. Please refer to the full context in the *CC&R's & Declarations of Restrictions*. This is merely a token of the full requirements that are established.

In 1997, at the direction of the Board of Directors, a committee of homeowner volunteers spent considerable time reviewing the Declaration of Restrictions to find articles that could use clarifying guidelines. The Committee then developed a proposal that was submitted to the Board of Directors.

Modifications have been made as a result of careful review by the Board, legal counsel, and from suggestions submitted by our members. The following guidelines are a result of this joint endeavor. The desired outcome of these guidelines and clarifications is that Mountain Park residents will be able to understand and more fully comply with the rules and regulations that govern our community.

The Board wants to emphasize that it is not making new law. That would require approval by the membership. But some of the Declaration language is so general that it does not give residents sufficient guidance to comply. For example, Article VI. Section 1.D. prohibits all “noxious or offensive activity” or anything that is a “nuisance” or an “annoyance” to the neighborhood. What the Board has done with this section is specifically identify a number of more common activities that our community has, by its complaints or outrage, determined to be noxious, offensive, a nuisance or an annoyance. The Board has taken a similar approach to other vague or ambiguous portions of the Declaration.

In the paragraphs that follow, the quoted italicized paragraphs in bold are verbatim extracts from the Declaration of Restrictions. The guidelines and clarifications follow the extracts.

Rights of Enjoyment & the Transfer of Rights

Declaration Article IV. Section 4. states:

“Delegation of Use. - Any member may delegate in accordance with the bylaws his right of enjoyment to the Common Properties to the members of his family and his tenants.”

In other words a home owner who leases or rents his home may transfer his rights to use the facilities to his tenant(s). Or, the home owner may wish to keep his rights, even though he may not live in Mountain Park.

The home owner is always ultimately responsible for the assessments and the maintenance of his property(s).

If a home owner does wish to transfer his rights to his lessees, please contact the Recreation Center for a “Transfer of Rights” form. Only the home owner may fill out this form listing his tenants. Tenants may not use the facilities unless a current “Transfer of Rights” form is on file at the Recreation Center.

Home Based Businesses

Declaration Article VI. Section 1. Paragraph A. states:

“No Building Site on The Properties shall be used for any purpose other than residential purposes unless otherwise shown on the official recorded plat, provided that this restriction shall be inapplicable to any Building Site created by subdivision of a Block subsequent to the date of this Declaration.”

The Association interprets this to state that home based businesses are not permitted in Mountain Park, if they create traffic, noise, noxious or offensive activity.

Examples of businesses not permitted in Mountain Park may include (but not inclusive of) clothing sample sales being sold out of a garage on a regular basis, car repair businesses or a cabinetry and shelving business.

Pets

Declaration Article VI. Section 1.B. states:

“No animals or fowls shall be raised, kept or permitted upon the Properties or any part thereof, excepting only domestic dogs or cats and excepting caged birds kept within the dwelling house, providing said dogs, cats and pet birds are not permitted to run at large and are not kept, bred, or raised for commercial purposes or in unreasonable numbers.”

Pets make wonderful companions and can add much to a family’s quality of life. But pet owners should be sensitive to the possibility that their pets may have a negative impact on the neighborhood if not properly controlled.

Article VI. Section 1.B. of the Restrictions limits pets to domestic dogs and cats. Caged birds kept within the dwelling are also permitted. Other animals such as pigs, horses, goats, snakes, and other exotic animals are not permitted.

No dogs are allowed to run free outside the pet owner’s property. Dogs must be confined to fenced yards or be under physical control, i.e. on a leash, when out of the fenced area. Pet owners should promptly remove excrement or other solid waste deposited by pets from areas not designed to receive such wastes, including but not limited to, public areas such as streets, sidewalks, parking strips, public parks or private property of others.

The Home Owners Association has placed numerous disposal stations with supplies of “pooper scoopers” in the parks and other common areas for use by pet owners.

The City of Lake Oswego also has a pet ordinance. Owners may be cited for dogs running at large, barking continuously, or causing other disturbances in the community. All dogs must be licensed. To obtain a license, dog owners must demonstrate that their pets have had the required shots. Your local veterinarian can tell you what shots are necessary. Call the City of Lake Oswego, 503- 635-0255, for licensing information. Cats are not required to be licensed at this time.

Developed Lots

Declaration Article VI. Section 1.D. states:

“No noxious or offensive activity shall be carried on upon the Properties or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district.”

Mountain Park Home Owners take great pride in their community and take care to ensure that their homes and yards complement those of their neighbors. You will find many different kinds of homes and landscape designs in Mountain Park. This diversity adds richness and character to our community. The pride individual owners take in their properties combines to give Mountain Park a look and feel that is second to none.

Article VI. Section 2.D. of the Restrictions is an article that prohibits anything that has a negative impact on the community. To clarify the kinds of property-related items that fall under this article, the Mountain Park Board of Directors has developed following guidelines. The guidelines are not inclusive or intended to cover every possible application of this article. These are simply areas where we have had problems of interpretation and application in the past.

- Fallen trees and limbs should not be allowed to remain on the property.
- Debris piles and other dumped items should be removed promptly. (Compost piles are allowed but they should be concealed from street view).
- Owners should be careful not to let creeping vegetation like blackberries and ivy encroach onto neighboring improved lots. If harmful plants such as poison ivy or poison oak are discovered on the property, steps should be taken to remove the hazard.
- Lawns should be kept mowed and gardens properly maintained.
- Fallen leaves and other yard debris should not be allowed to accumulate unnecessarily or blow into streets, storm drains or neighbor's yards.
- Shrubs, bushes and ground covers should not be allowed to grow out of control but should be kept neatly trimmed. Vegetation should not be allowed to encroach into streets, neighbor's yards or Mountain Park Common property.
- Homes should not be allowed to fall into disrepair. Required home maintenance includes, without limitation, painting, repair or replacement of exterior building surfaces, roofs, gutters and downspouts, fences, sheds, walks, glass surfaces and other exterior improvements.
- Lots with newly constructed homes on them should complete landscaping of the property within one year of completion of exterior construction or occupancy, whichever occurs first.
- Wildflowers may be used as part of landscapes but should not be the predominate feature of the landscape. Plans for substantial use of wild flowers must be submitted to the Architectural Committee for approval.
- Vegetable gardens are allowed but should be screened so as not to be visible from the street.
- Firewood piles should be neatly stacked and placed so as not to be obvious from the street.
- If tarps are used to cover the woodpiles, patio furniture, garden equipment, motorcycles, etc., they should be a neutral color such as brown, gray or dark green. Blue or other brightly colored tarps are not permitted.
- Clotheslines are permitted but should be concealed from street view.
- Tree houses, play equipment, and other structures are allowed but require written approval by the Architectural Committee. The Committee reviews such plans for appropriateness and compatibility with neighboring properties. (Note: no private structures such as those mentioned above may be placed on Mountain Park common property).

- Temporary sports apparatus such as moveable basketball hoops are permitted but should be stored where they cannot be viewed from the street when not in use.
- Temporary dumpsters to collect, for example, remodeling debris, are allowed on the private lots for up to 10 days. If more time is needed, approval of the Home Owners Association is necessary.
- Permanent or long-term use of dumpsters at private residences is not allowed. Trash containers of up to 40 gallons may be used at private residences but should be kept in garages or at least out of sight from the street except on pickup day.

Vehicles & Boats

Declaration Article VII. Section 1.B. states:

“No trailer, camper, or pickup coach, tent, boat or truck (except pickup) shall be parked, placed, erected, maintained or constructed on any Building Site for any purpose. However, trailers, campers, pickup coaches, tents or boats which can be and are stored completely within fully enclosed structures and are not used for living purposes will not be in violation of these restrictions.”

In order to protect the residential character of our neighborhoods, vehicle parking is restricted. Residents are urged to keep vehicles in their garages when not in use and keep driveways and streets clear for guest parking. Keeping vehicles in garages also reduces the possibility of theft or vandalism.

Article VII, Section 1.B. of the Restrictions identifies the kinds of vehicles that are prohibited from being parked, maintained or constructed outdoors on private lots. Recreation vehicles such as motor homes, travel trailers, 5th wheels, and boats may not be parked, maintained or constructed on private lots. This does not mean that R.V. owners cannot park R.V.s in their driveways for brief periods while they load, unload or perform maintenance chores. As a guideline R.V. owners will not be found in violation of the restrictions if R.V.s are parked in the driveway for a cumulative total of 10 days or less in any calendar year. For the purpose of enforcing this guideline, a “day” will be counted if an R.V. is observed parked outdoors at a residence during any part of a 24 hour period beginning at midnight.

The City of Lake Oswego also has a parking ordinance that prohibits any vehicle for being stored, i.e., not moved, on a public street for more than 72 hours.

Mountain Park does have a recreational vehicle storage area where residents can rent space for their R.V.s. Call the Mountain Park Home Owners Association business office at 503-635-3561, for more information on R.V. Storage.

No vehicle in an extreme state of disrepair may be parked in the open on any lot or Building Site, for more than 48 hours. An “extreme state of disrepair” exists when the Home Owners Association reasonably determines that the presence of such a vehicle offends other residents of the neighborhood. Article VI. Section 1.D. of the Restrictions covers this situation. Hobbyists who enjoy rebuilding and repairing old cars should confine such work to garages.

Signs & Flags

Declaration Article VIII. Section 2.G. states:

“No sign or other advertising device of any character shall be erected on any Lot or Building Site or maintained upon any part of the Properties except one sign not larger than 18” by 24” advertising the Lot or Building Site for sale or rent by the Builder of the improvements on such property or the Owner. Signs advertising the property for sale or rent by a real estate broker shall not be permitted.”

Nothing can clutter up a community faster than temporary signs, advertising signs, political signs, garage sale signs, etc. Lake Oswego City Ordinance states signs may not be placed in the street right-of-way and that no signs may be attached to trees, street signs, lamp poles, mail boxes, etc. The city can cite violators of this ordinance. No signs may be placed on the common properties without the permission of the Home Owners Association. Signs that are allowed as outlined below must have their own stakes or supporting devices.

Real Estate Signs

The Restrictions, Article VIII, Section 2.G. limits signs on private property to one sign advertising the property for sale or rent. A sign provided by a listing agent is allowed because the agent is acting for the owner. The sign must be of the approved type, oval 18 x 24 inches, with the Mountain Park logo. Most Realtors purchase signs from the Home Owners Association. Owners who want to sell or rent their property themselves may also purchase signs from the Home Owners Association.

Realtors often hold open houses on weekends. Open house signs, directional signs, including A-boards, are permitted as long as such signs are displayed only during hours of the open house. Estate sale signs are treated as open house signs and may be displayed only during the time of sale.

Garage Sale Signs

Garage sale signs are prohibited by the Restrictions and may not be placed on common property or street right-of-way by residents except as outlined below.

Garage sales, moving sales, and estate sales are so popular that the Home Owners Association has devised a way to allow garage sale signs to be placed on the common properties. The Home Owners Association can put signs on its common property. Therefore, if the Home Owners Association provides the garage sale signs to residents, those signs are legal. Residents may obtain approved garage sale signs from the Association. Approved signs may be placed not more than 24 hours before a sale begins and must be removed as soon as the sale is over. More than one sign may be obtained and placed on common property to provide directions to the sale. Call the Home Owners Association business office, 503-635-3561, a week in advance of the sale to order signs.

A cautionary note: Occasionally a Mountain Park resident will decide to go into business offering merchandise for sale out of the home under the guise of a garage sale. This is a violation of the residential use restriction. Frequent garage sales at the same home would trigger an inquiry by the Home Owners Association, particularly if neighbors complained. Seasonal craft sales are also prohibited if they disturb the residential character of the neighborhood.

Other Directional Signs

A distinctive feature of Mountain Park is the secluded nature of many of our homes. Winding, hilly streets and heavy tree canopies often make it difficult for newcomers to our community to find the residence they are looking for.

Recognizing this problem, the Home Owners Association will provide directional signs in the same manner as garage sale signs to residents who may be having a party or other event and need signs to help give directions to their residence. The same restrictions apply to these signs as to garage sale signs.

Flags

Flags, including U.S., seasonal and decorative varieties, hung from an attachment to the home are generally permitted. However, flags that are out scale to the property and/or displaying suggestive themes that neighbors find offensive, i.e. skull and crossbones, are not permitted under the restriction that prohibits anything that is an annoyance or nuisance to the neighborhood.

Flagpoles are considered structures and require approval of the Architectural Committee. The Committee will review pole placement and size to ensure that it complements surrounding properties. Flags flown from flagpoles should be kept in scale to the property. As a general guideline, flags flown on residential properties should be no larger than 4 ft. by 6 ft.

Vacant Lots

Declaration Article X. Section 1. states:

“It is the intent of these restrictions that vacant lots be maintained in reasonably presentable condition. Therefore, the Association shall have the right at all times to enter upon any Lot or Building Site that is vacant and unplanted or untenanted by the Owner after reasonable notice to the Owner, to remove debris, weed or other waste material and trim, cut back, remove if damaged or dead, cultivate and/or maintain hedges, trees, shrubs, plants or lawns, and charge the expense thereof to the Owner as an assessment.”

Owners of vacant lots in Mountain Park have a responsibility to keep the lots in a condition that does not have a negative impact on surrounding properties. For that reason, vacant lot owners should check their property periodically to ensure that no restrictions are being violated. Hazardous situations should be addressed promptly. For example, if the Fire Marshall determines that vegetation on the lot creates a fire hazard, he will cite the owner who then must clean up the lot to the Fire Marshall’s satisfaction.

Owners of vacant lots should be careful not to let creeping vegetation like blackberries and ivy encroach onto neighboring improved lots. If harmful plants such as poison ivy or poison oak are discovered on the property, steps should be taken to remove the hazard.

Fallen trees and limbs should not be left on the lot nor should landscape debris piles or other dumped items be allowed to remain.

Article X, Section 1. of the Restrictions gives the Home Owners Association the right, after reasonable notice (defined as 10 days from the date of mailing of a certified notification), to clean up vacant lots if the owners do not do so and charge the owners for doing the work. Such charges become an assessment against the owner’s property.

**MOUNTAIN PARK
HOME OWNERS ASSOCIATION**

Resolution of The Board of Directors

COLLECTION OF UNPAID CHARGES

WHEREAS, “Declaration” is the *Declaration of Restrictions of Mountain Park Corporation, Covenants*; “Act” is the *Oregon Planned Community Act, Oregon Revised Statutes, Chapter 94*; “Association” is *The Mountain Park Home Owners Association*; and “Bylaws” are the *Bylaws of Mountain Park Home Owners Association*;

WHEREAS, “assessments,” as used in this Resolution, includes all amounts validly assessed against a Unit or Lot Owner (“Owner”) pursuant to the Declaration, the Association’s Bylaws, Rules and Regulations, and any Board of Director Resolution, including, but not limited to common expenses, interest, fees, fines, attorney fees and all collection costs;

WHEREAS, the Declaration and Bylaws allow the Association to adopt rules and enforce compliance with the Declaration, Bylaws, and rules and regulations;

WHEREAS, the Declaration and Articles VII and X of the Bylaws authorize the Board to enforce provisions of the Declaration, Bylaws and Rules and Regulations, including action to collect unpaid assessments;

WHEREAS, Article VII of the Bylaws authorizes the Board to establish penalties for violation of the rules and regulations; and ORS 94.630(1)(n) authorizes the Board to establish late charges and fines;

WHEREAS, Article V of the Declaration and the Act provides that all assessments, together with interest and costs of collection shall be a continuing lien upon the unit or lot against which each such assessment is made;

WHEREAS, Article V of the Declaration authorizes the Board, on behalf of the Association, to bring suit to foreclose the lien against the unit or lot and/or to bring an action to obtain a money judgment against an Owner for damages and/or for unpaid assessments;

WHEREAS, Article V of the Declaration and the Act provide that Owners shall be obligated to pay reasonable fees and costs including, but not limited to, attorney fees incurred in connection with efforts to collect delinquent and unpaid assessments, and/or to enforce the provisions of the Declaration, Bylaws, rules and regulations or the Act;

WHEREAS, Article V, Section 7 of the Declaration provides that the Association shall give an Owner written notice of assessments at least thirty (30) days in advance of the due date of such assessments; and whereas assessments are billed on January 1st and July 1st of each year and such assessments are considered delinquent sixty (60) days from such dates respectively;

WHEREAS, from time to time Owners become delinquent in the payments of their assessments and fail to respond to the demands from the Board to bring their accounts current, and it is imperative assessment payments are timely received;

WHEREAS, Article V, Section 8 of the Declaration provides that any assessment not paid by its due date shall bear interest from the date due until paid at the rate of seven percent (7%) per annum;

WHEREAS, the Board deems it in the Association's best interest to adopt a uniform and systematic procedure for the collection of unpaid assessments in a timely manner, and further believes it to be in the Association's best interest to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue.

NOW, BE IT FURTHER RESOLVED, that the following steps be adopted to provide for the uniform and systematic procedure for the collection of unpaid assessments:

1. If any assessment remains unpaid 15 days after it is due, the Board or its agent shall send a notice to the Owner indicating the amount due, including notice of the late fees and interest, and demand for immediate payment thereof. *See* Exhibit "A" attached hereto. In addition, the Board or its agent shall prepare and record a lien against the Owner's Lot. The Board, or its agent, shall mail or otherwise notify the Owner within twenty (20) days of recording that the lien has been recorded. The lien shall include all collection costs to date, including the cost of preparing and recording the lien, and the cost for any notice of the lien required by law.

2. If three assessments remain unpaid by the Owner, or earlier if the board determines it is appropriate under the circumstances, the Board shall turn over collection to the Association's attorney ("Attorney"), who shall (a) send a written demand for payment and any notice as required by the federal Fair Debt Collection Practices Act, if applicable. The demand for payment shall notify the Owner of the Owner's liability for payment of charges imposed by Attorney to cover fees and costs associated with all collection efforts. The demand for payment shall include all collection costs to date.

3. If any assessment remains unpaid by the Owner thirty (30) days after the date of Attorney's demand, Attorney shall file suit for a money judgment, unless the Board, after recommendation by Attorney, determines that lien foreclosure or other action is advisable under the circumstances. In such cases, the attorney may file a lawsuit for a money judgment, for foreclosure, or for both a money judgment and foreclosure, or take such other action as the board directs and as permitted by applicable law.

4. If the Association is successful in obtaining a money judgment, Attorney shall collect on the judgment in this order, unless the attorney determines other actions or another order of collection is appropriate under the circumstances: (1) file and send a ten (10) day demand to pay judgment; (2) garnish accounts, wages and/or rents; (3) levy against any personal and real property; and (4) levy against the unit or lot. Additional steps may be necessary to determine the availability and location of the judgment debtor's assets. If the Association is successful in a suit to foreclose on the lien, Attorney shall proceed as necessary to complete the foreclosure unless otherwise directed by the Board.

NOW, BE IT FURTHER RESOLVED, that the cost of collection includes attorney or legal fees and costs incurred in the collection of a delinquent account and that such costs of collection shall be assessed against the delinquent Owner and shall be collected as an assessment as provided in the Article V of the Declaration and the Act.

NOW, BE IT FURTHER RESOLVED, that all contacts and/or contracts with the delinquent Owner shall be through Attorney. Neither the Board nor any of its agents shall discuss the collection of the account directly with the Owner after it has been turned over to Attorney, unless one of the attorneys is present or has consented to the contact and/or contract.

NOW, BE IT FURTHER RESOLVED, that Attorney shall have the discretion to enter into an installment payment plan with a delinquent Owner in appropriate circumstances. In all cases in which a law suit has been filed, any such plan must be secured by a Stipulated Judgment. Any payment plan providing for a down payment of less than the greater of one-third (1/3) of the delinquent balance or a duration in excess of twelve (12) months shall require approval of the Board president.

NOW, BE IT FURTHER RESOLVED, that Attorney, in its initial demand notice, shall communicate to Owner that the account has been turned over to it for collection, and that all payments are to be made to Attorney until the account has been brought current. The Association hereby grants to Attorney its limited power of attorney to endorse for deposit checks made payable to the Association (or its agent management company, if any) in satisfaction of accounts sent to Attorney for collection. Attorney shall deposit all payments in its trust account. All amounts collected shall be disbursed by Attorney according the provisions of the Association and Attorney representation agreement.

NOW, BE IT FURTHER RESOLVED, that nothing in this Resolution precludes the Board from taking further or different action in the collection of unpaid assessments permitted by the Association's governing documents or applicable law, including, but not limited to, adopting or enforcing rules regarding the termination of utility services paid for out of assessments of the association and access to and use of recreational and service facilities available to owners and, after giving notice and an opportunity to be heard, terminate the rights of any owners to receive such benefits or services until the correction of any violation covered by such rule has occurred.

NOW, BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent to all Owners at their last known address.

ATTEST:

Chairman (President), Board of Directors
Mountain Park Home Owners Association
Association

Secretary, Board of Directors
Mountain Park Home Owners

Date: _____