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After recording return to:

Matrix Development Corporation
7160 SW Hazelfern Road, Suite 100
Tigard, Oregon 972214-7771

DECLARATION OF PROTECTIVE COVENANTS
OF
CRYSTAL CREEK

This Declaration of Protective Covenants is applicable to Lots 1 through 71, CRYSTAL CREEK.

WHEREAS, MATRIX DEVELOPMENT CORPORATION, hereinafter referred to as Declarant, is Owner in fee simple of certain real property located in the County of Washington and State of Oregon, known as CRYSTAL CREEK, a duly recorded subdivision.

NOW THEREFORE, the undersigned hereby declares that the following protective covenants, conditions, restrictions, reservations and easements shall run with the land, shall become and are hereby made a part of all conveyances of Lots 1 through 71 within the plat of CRYSTAL CREEK recorded in Plat Book 91 Pages 3, 4, 5 & 6 Washington County, Oregon, and shall by reference apply thereto as fully and with the same effect as if set forth at large therein.

ARTICLE I

Definitions

As used herein, the following bold face terms shall have the following meanings unless the context of their usage clearly indicates otherwise:

Declarant: Matrix Development Corporation, its successors and assigns;

Property: The duly recorded plat of CRYSTAL CREEK.

Lot: Any numbered parcel of land shown upon any recorded plat of the Property;

Owner:

The owner of record, whether one (1) or more persons of fee simple title to any lot, whether or not subject to any mortgage or trust deed, but excluding those having such interest merely as security for the performance of a obligation. A contract purchaser under a recorded agreement of sale or contract for the sale of real property wherein legal title remains in the vendor thereunder shall be deemed to be the Owner. If title to a Lot is vested of record in a mortgagee, or beneficiary under a deed of trust by foreclosure the mortgagee or beneficiary shall be deemed to be the Owner of record.

Dwelling:

Any structure constructed on a Lot intended to be occupied by one family as a dwelling under applicable zoning and building laws and restrictions.

Easements:

Those portions of the Property designated as such on the plat and in this Declaration of Protective Covenants which are reserved for a specific limited use or enjoyment.

ARTICLE II

Annexation of Additional Property

Declarant may, from time to time, and in its sole discretion, annex to CRYSTAL CREEK any adjacent property and/or future phases of the development now or thereafter acquired by it, and may also from time to time, and in its sole discretion, permit other holders of adjacent property to annex adjacent land owned by them to CRYSTAL CREEK. The annexation of such property shall be accomplished by recording a declaration which shall be executed by or bear the approval of Declarant, and shall describe the property to be annexed, shall establish any additional or different limitations, restrictions, Covenants and conditions, and shall declare that such Property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to these Covenants. The Property included by any such annexation shall thereby become a part of the Property bound by these protective Covenants.

ARTICLE III

Residential Covenants

- (1) **Use:** All lots in CRYSTAL CREEK shall be for single family residential use only. Any permanent multi-family, or communal use is prohibited. No business venture shall be conducted in our about any Lot in CRYSTAL CREEK which is designated by exterior signs and create additional vehicle traffic; except that builders', Declarant's or real estate agents' temporary sales offices or model homes are permitted.

(2) **Dwelling Size:** Every residence constructed shall have a minimum of One Thousand Four Hundred (1,400) square feet of living space and a garage for not less than two (2) automobiles.

(3) **Exterior Building Materials and Finish:** Exterior materials and colors must be approved for use by the Architectural Control Committee in accordance with the provisions of Article IV. The front and street sides of all dwellings shall have double wall construction with approval siding material. The remaining sides may be single wall construction with approval siding material.

Roofing material shall be a composition staggered shake shingle of high density; have a 25 year guarantee; and be approved by the Architectural Control Committee.

Exterior trim, fences, doors, railings, decks, eaves, gutters and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the Dwelling they adjoin. Requirements for fences are specified in Section 14 of this Article.

The Architectural Control Committee reserves the right to grant any variance to the minimum requirements to provide for any solar materials, new product or specific design requirements.

(4) **Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved on Lots as shown on the recorded plat. Within these Easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the flow water through drainage channels in the easements. The Easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority utility company or maintenance committee or other party is responsible. Each Lot Owner shall be responsible for removal of any fencing or vegetation in the event a utility company makes such a request.

(5) **Maintenance of Dwelling and Grounds:** Each Owner shall maintain their Lot and improvements in a clean and attractive condition, in good repair and in such a fashion as not to create a hazard of any kind. Such maintenance shall include, without limitation, painting or staining, repair, replacement and care of roofs, gutters, downspouts, surface water drainage, walks and other exterior improvements and glass surfaces. In addition, each Owner shall keep shrubs, trees, grass and plantings of every kind neatly trimmed, properly cultivated and free of trash, weeds and other unsightly materials. The provisions of this section include the areas between the property line of any Lot and the nearest curb, including sidewalks and street trees.

- (6) **Animals:** No animals, including poultry, shall be raised or kept on any Lot except that dogs, cats or other household pets may be kept, provided they are not raised or kept for commercial purposes and are not permitted to cause damage or discomfort to neighbors and neighboring Lots.
- (7) **Garbage and Refuse Disposal:** No Lot shall be used as a dumping ground for garbage, rubbish or other waste. All garbage and trash shall be kept in sanitary containers and out of public view.
- (8) **Signs:** No signs shall be erected or maintained on any Lot, except that "For Sale," "For Lease" or "For Rent" signs may be placed by the Owner, Declarant, Builder or Real estate Agent. Temporary placement of "political" signs is permissible. "Block Home" signs are also permissible.
- (9) **Parking and Storage of Equipment:** Boats, trailers, truck-campers, motor homes, commercial vehicles and like equipment shall not be parked or stored on any Lot or on public ways, except that such equipment when not owned by a resident Owner shall be allowed to be parked in the driveway servicing a Dwelling or on public streets adjacent thereto for a period not to exceed forty-eight (48) hours in any thirty (30) day period, and except further that such equipment may be parked on that portion of the Lot not located between the street and the front setback line which is adequately screened, specifically designed for such an additional parking pad, and has been approved by the Architectural Control Committee.
- (10) **Offensive Activities:** No noxious or offensive activity or condition shall be permitted upon any part of the Property nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
- (11) **Antennas and Service Facilities:** No exterior antennas, aerials or satellite dishes shall be permitted on any part of the Property. Clotheslines and other service facilities shall be screened so as not to be viewed from the street.
- (12) **Completion of Construction:** The construction of any Dwelling, including painting and all exterior finish, shall be completed within eight (8) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to extraordinary weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Control committee. The building area and streets shall be kept reasonably clean and in workmanlike order during the construction period, and the Owner of each Lot shall be responsible for any and all damage to curbs, streets and utilities during construction.

(13) **Landscape Completion:** All front yard and street frontage landscaping must be completed within three (3) months from the completion of the Dwelling thereon. In the event of undue hardship due to weather conditions, this provision may be extended upon written approval of the Architectural Control Committee. Landscape completion shall also include provision for adequate surface water drainage to prevent unnecessary discharge onto adjoining Lots.

(14) **Fencing:** All fencing on lots shall adhere to the following restrictions:

- a) All fences shall be constructed of wood in good neighbor style.
- b) All fences facing a street shall be 5 feet high topped with one foot of lattice.
- c) Interior fences not visible from the street shall be 6 feet in height.
- d) All fencing on a street shall be stained to a color approved by the Architectural Control Committee.

ARTICLE IV

ARCHITECTURAL CONTROLS

(1) **Construction:** No structure, including storage shelters, swimming pools, greenhouses, basketball hoops, or remodeling shall be commenced on any Lot until the plans and specifications have been submitted to and approved in writing by the Architectural Control committee. The intent of this covenant is to assure quality of workmanship and material, harmony of external design with the existing and planned structures as to location with respect to topography and finish grade elevations, and to avoid plan repetition.

(2) **Procedure:** Prior to application for a building permit or commencement of any minor work, Owner shall prepare and submit one set of plans and specifications for the proposed work showing the location of all improvements, materials and colors, and be accompanied by a plot plan showing the location of the improvement on the Lot. The Architectural Control Committee shall render its decision, in writing, within ten (10) days after it has received said requested plans. In the event the Committee fails to render its approval or disapproval within twenty (20) working days after plans, specs and plot plan have been submitted to it, approval will be deemed to have been given.

(3) **Membership; Appointment and Removal:** The Architectural Control Committee shall consist of as many persons, but not less than three (3), as the Declarant may from time to time appoint. The Declarant may remove any member of the Committee at any time and may appoint new or additional members at any time. The Declarant shall keep on file at its principal office a list of names and addresses of the members of the committee. The powers and duties of the Architectural Control Committee shall cease one (1) year after completion of the construction of all the single-family Dwellings and the sale of said Dwellings to the initial Owner/Occupant on all of the Building sites within CRYSTAL CREEK, including lots in additional phases.

(4) **Liability:** Neither the Declarant, the Architectural committee nor any of its members shall be liable to any Owner, occupant or tenant, for any loss, damage, cost expense, (including but not limited to attorney fees), liability or prejudice suffered, or claimed, on account of any act or failure to act by the Declarant or the committee or a member thereof so long as the Declarant or the Committee or member thereof was acting in the ordinary course of their duties as described in this Declaration.

In the event suit, action or arbitration is commenced against the Declarant, Architectural Committee or any of its members, to enforce or interpret this Declaration, the prevailing party shall be entitled to recovery of all reasonable attorney fees and costs upon trial or arbitration thereof, as well as upon appeal.

(5) **Action:** A majority of the members of the Architectural Control Committee shall have power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its' decisions only by written instrument setting forth the action taken by the members consenting thereto.

(6) **Nonwaiver:** Consent by the Architectural Control Committee to any matter proposed to it and within its' jurisdiction under these Protective Covenants shall not be deemed to constitute a precedent or waiver impairing its' rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

(7) **Effective Period of Consent:** The Architectural Control Committees' consent to any proposed work shall automatically be revoked one (1) year after issuance of consent unless construction of the work has been commenced or the owner has applied for and received an extension of time from the Architectural Control Committee.

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ARTICLE V

CRYSTAL CREEK OWNERS' COMMITTEE

(1) **Entry Landscape:** Declarant has constructed certain improvements at the entrance to the Property for the benefit of all Owners of Lots in CRYSTAL CREEK:

- a) Landscaping and entry monument located on Tract "B" as shown on the map of CRYSTAL CREEK.
- b) Landscaping behind the curbs but within the public street right of way of N.W. 168th Avenue between N.W. Bronson Road and Lots 1 and 71 as shown on the map of CRYSTAL CREEK.
- c) A brick wall within the easement area for such on lots 1 and 71.

(2) **CRYSTAL CREEK OWNERS COMMITTEE:**

- a) As developer and original Owner of all Lots in CRYSTAL CREEK, Declarant shall exclusively exercise all maintenance of entry landscaping, signage, architectural and other duties prescribed under this Declaration of Protective Covenants until 80% of the lots in CRYSTAL CREEK have been conveyed to occupant Owners. At such time as Declarant's interest in CRYSTAL CREEK is terminated, Declarant shall cause to be recorded in the records of Washington County, a declaration stating that further controls over such duties shall be transferred to the CRYSTAL CREEK Owners Committee, CCOC, which shall come into existence upon appointment by Declarant of a governing board of supervisors consisting of five homeowners. Copies of such Declaration shall be provided to each Owner of a Lot within CRYSTAL CREEK.
- b) The initial governing board of CCOC shall meet within ten (10) days after their appointment and at that time adopt any governing documents, including articles of incorporation & bylaws, guidelines, procedures, and establish the amount of assessment to be levied to each Lot for the maintenance of the entry landscaping; said amount not to exceed \$100.00 per Lot per year. The governing board for CCOC shall determine the legal entity for of CCOC.

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- c) In the event Declarant is unsuccessful in organizing the governing board CCOC within 30 days from recordation of the Declarants' termination document set forth above, Declarant shall have no further responsibilities relating to CCOC and the CCOC governing board shall be organized exclusively by the Owners of Lots within CRYSTAL CREEK. Such failure of organization of the CCOC board of supervisors shall not affect the existence of CCOC or the effectiveness of the Declaration of Protective Covenants.

ARTICLE VI

GENERAL PROVISIONS

- (1) **Duration and Amendment:** These covenants shall run with the land with respect to all property within CRYSTAL CREEK, and shall be binding on all parties and persons claiming under them for a term of twenty (20) years from the date herein, after which time, they shall automatically be extended for successive periods of ten (10) years. This Declaration of Protective Covenants can be terminated or amended only by duly recording an instrument which contains an agreement providing for termination or amendment, and which has been signed by the Owners of majority (51% minimum) of the platted Lots.
- (2) **Enforcement:** Should any person violate or attempt to violate any of the provisions of these Protective Covenants, the Declarant or any other person or persons owning any Lots within CRYSTAL CREEK, at its' or their option, but without obligation, shall have the full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the Covenants, either to prevent the doing of such or to recover damages sustained by reason of such violation. Failure by any other to enforce any Covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- (3) **Severability:** Invalidation of any one of these protective covenants shall in no way affect any of the other provisions which shall remain in full force and effect.
- (4) **Limitation of Liability of Declarant:** Neither Declarant nor any officer or director thereof shall be liable to any Owner or on account of any action or failure to act of Declarant in performing its' duties or rights hereunder, provided that Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.

- (5) **Notice:** Any notice required to be sent to any Owner under the provisions of this Declaration of Protective Covenants shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Owner of record at the time of such mailing.

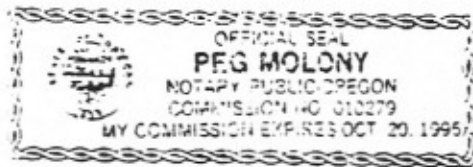
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its' hand this 9th day of May, 1994.

MATRIX DEVELOPMENT CORPORATION

By: 

David L. Oringdulph
President

STATE OF OREGON)
) s
County of Washington)



On this 9th day of May, 1994, personally appeared DAVID L. ORINGDULPH, who being duly sworn, did say that he is the President of MATRIX DEVELOPMENT CORPORATION that the foregoing instrument was signed and sealed on behalf of Matrix Development Corporation and by authority of its' board of directors.

Before me: 
NOTARY PUBLIC FOR OREGON

AFTER RECORDING RETURN TO:
Tarlow, Jordan & Schrader (BSK)
1600 SW Cedar Hills Blvd, Suite 100
Portland OR 97225
(503) 641-7171
(44064/26099)

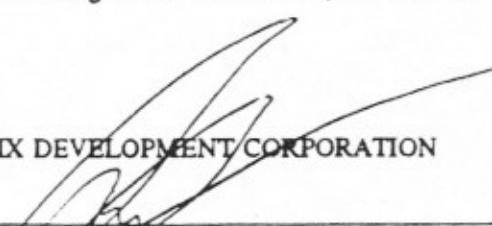
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AMENDMENT NO. 1
OF DECLARATION OF PROTECTIVE COVENANTS
OF CRYSTAL CREEK

1. Declarant recorded a Declaration of Protective Covenants for Crystal Creek Subdivision on June 10, 1994 in the Official Records of Washington County, Oregon as Document No. 94056504 ("Declaration").
2. The Declaration provides, at Article II, that the Declarant may add additional property to Crystal Creek subdivision.
3. Declarant has determined to add Crystal Creek No. 2 (the "Annexed Property") to the subdivision. A legal description of the Annexed Property is attached to this Amendment as Exhibit A. The Annexed Property is hereby made subject to all terms, covenants, conditions and restrictions of the Declaration, and all of the Annexed Property shall be held, conveyed, potheated, encumbered, used, occupied, and improved subject to the Declaration. As a result of this annexation, the Annexed Property is hereby considered to be part of the "Property" as that term is defined in the Declaration.
4. Declarant will convey by deed Tract D of the Annexed Property jointly, each as to an undivided one-fourth (1/4) interest, to the owners of Lots 97, 98, 99 and 100 as a private driveway. The owners of Lots 97, 98, 99 and 100 shall jointly maintain and repair Tract D at those owners' sole cost and expense.
5. As provided in Article II of the Declaration, upon recording of this Amendment, the Annexed Property shall be subject to all terms and conditions of the Declaration.

September
DATED this 27th day of ~~June~~, 1995.

MATRIX DEVELOPMENT CORPORATION

By: 
David L. Oringdulph, President


STATE OF OREGON

)
) ss.
)

County of Washington

September

This instrument was acknowledged before me on ~~June~~ 27, 1995 by David L. Oringdulph as President of Matrix Development Corporation.


NOTARY PUBLIC FOR OREGON

My Commission Expires: 1-7-96