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After Recording Return To:
Sam Barlow Woods Owners Association
C/O KMO
15 NE 3rd Street
Gresham, OR 97030

Multnomah County Official Records
C Swick, Deputy Clerk

2008-093296



\$16.00

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06/20/2008 10:51:11 AM

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\$5.00 \$11.00

Cnt=1 Stn=27 ATVLM

RESOLUTION

**Sam Barlow Woods
Gresham OR**

BE IT RESOLVED, under Section IV Directors of the ByLaws, the following change is adopted effective June 18, 2007:

4.3 Election and Term of Office. Directors shall be elected at the annual meeting of the members by a majority vote of the members present at the meeting; provided however, that a quorum of members is present at the meeting; *Directors shall serve for three year, staggered, terms.* Election of Officers shall occur at the annual meeting of the Board of Directors, or until their successors have been elected and take office, and may be elected for successive terms; however, the initial directors shall serve for a term of two years.

SAM BARLOW WOODS OWNERS ASSOCIATION

By: Victoria L Long
Title: President

State of Oregon

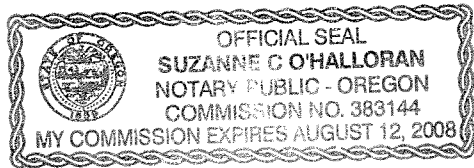
SS

County of Multnomah

This instrument was acknowledged before me on June 6 2008 by Victoria L. Long as President of Sam Barlow Woods Owner's Association.

Suzanne C O'Halloran
Notary Public for Oregon

My Commission Expires: 8-12-08



This instrument filed for record by Fidelity National Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title. 812592-02

After Recording Return To:
Clients Trust Acct. Prop. Mgmt
Sam Barlow Woods Owners Assn.
15 N.E. Third 661-8000
Gresham, OR 97030

RESOLUTION
Sam Barlow Woods
Gresham, OR

BE IT RESOLVED, under Section 5.00 Enforcement of the Declaration of Covenants, Conditions and Restrictions for Sam Barlow Woods, the following Schedule of Fines for Violations is adopted effective April 28, 2003:

\$150.00 per month until the violation is remedied will be assessed against the property address where the violation exists.

When a violation to the Covenants Conditions and Restrictions (CC&R's) occurs, the following actions shall be taken:

- 1.) Owner shall be notified in writing that a violation of the CC&R's exists and shall be given a period of time to remedy the violation.
- 2.) Owner may request a hearing with the Board of Directors to discuss the violation
- 3.) If, after a hearing, the Board of Directors determines that a noncompliance exists, Owner shall be notified that unless the violation is remedied by a certain date the Board may proceed with the following:
 - a. Impose a specific fine
 - b. Remove the violation
 - c. Impose a suit for an injunction

SAM BARLOW WOODS HOMEOWNER'S ASSOCIATION

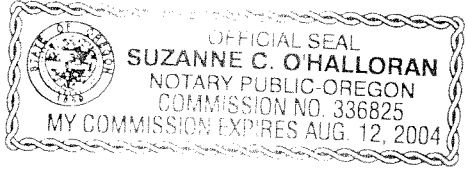
By: *Denease Fitzmaurice*

Title: President

State of Oregon
SS.
County of Multnomah

Recorded in MULTNOMAH COUNTY, OREGON
C. Swick, Deputy Clerk
B29 1 ATESB
Total : 16.00
2003-137361 06/16/2003 10:14:37am

This instrument was acknowledged before me on June 6 2003 by Denease Fitzmaurice as President of Sam Barlow Woods Homeowner's Association.



Suzanne C O'Halloran
Notary Public for Oregon
My Commission Expires: 8/12/04

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08 2003 998
This instrument filed for record by Fidelity National Title as an accommodation only. It has not been executed as to its execution or as to its effect upon the title.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AFFECTING THE PLAT OF SAM BARLOW WOODS,
A SUBDIVISION IN MULTNOMAH COUNTY, OREGON,
THIS DECLARATION CONTAINING AMONG OTHER THINGS
PROVISIONS WHICH WILL SUBJECT PROPERTIES
WITHIN SAM BARLOW WOODS
TO PENALTIES AND LIENS.

OBJECTIVES

Sam Barlow Woods is a residential development of approximately fifteen lots in Multnomah County, Oregon. Sam Barlow Woods is described by the Plat of Sam Barlow Woods, attached as Exhibit A and by this reference incorporated herein. Sam Barlow Woods is owned by Lone Oak Construction, Inc., the Declarant (hereinafter named "Declarant"). Declarant intends to create at Sam Barlow Woods, fifteen carefully designed single-family residential homesites which will provide an attractive environment for permanent homes. All lots created by the plat of Sam Barlow Woods shall hereinafter be referred to as "the Properties."

Declarant will create in the Properties certain easement areas and improvements for the use and benefit of all owners of the Properties.

Additionally, declarant desires to establish an association to provide for the maintenance of easement areas and agreements affecting the Properties. Declarant intends to organize and administer the development prior to its completion, but expects the owners to accept the responsibility of development administration at such time declarant has given notice to the association that provisions herein described have been met for purposes of the association assuming administration of the development.

Now, therefore, declarant hereby declares that the plat of Sam Barlow Woods shall be held, sold, and conveyed subject to the following easements, covenants, restrictions and conditions, which will run with the property and shall be binding upon 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. Lot 1 shall be exempt from all provisions of this declaration.

SECTION 1.0 DEFINITIONS.

When used herein the following terms shall have the following meanings:

1.01 "ARCHITECTURE REVIEW COMMITTEE" shall mean the Declarant and any person or persons designated by the declarant to review building plans and or landscaping-site plans as required herein.

1.02 "SAM BARLOW WOODS" shall mean the real property described in Exhibit A attached hereto.

1.03 "THE BARLOW WOODS DESIGN PLAN" hereinafter referred to as the "DESIGN PLAN" shall mean those portions of this instrument that limit, restrict or otherwise place conditions upon construction or other uses of lots in the Properties, together with any amendments or supplements thereto.

1.04 "BOARD" shall mean the Board of Directors of the Sam Barlow Woods Owners' Association.

1.05 "DECLARATION" shall mean the Declaration of Covenants, Conditions, and Restrictions Affecting the Properties.

1.06 "DEVELOPER" shall mean Michael L. McKeel, his successors or assigns.

1.07 "DEVELOPMENT" shall refer to all land and improvements herein described as the Properties.

1.08 "LOT" means those individual tracts of land created in the Properties for the purpose of construction of single-family residential structures.

1.09 "OWNER" means the person or persons, including the Developer, holding the fee simple ownership of a Lot or a contract purchaser of a Lot, but does not include a tenant or holder of a leasehold interest and does not include a mortgagee or beneficiary of a deed of trust until the same have acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. The rights, obligations and other status of being an Owner commence upon acquisition of the fee simple ownership of a Lot or a contract purchaser's interest in a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

1.10 "OWNERS' ASSOCIATION" shall mean the cumulative group of all Lot Owners of record whose ownership shall be subject to the provisions of the Sam Barlow Woods Owners' Association rules described in Sections 2.00, 3.00 and the Bylaws of the Sam Barlow Woods Owners' Association attached as Exhibit _____, and by this reference incorporated herein.

1.11 "PROPERTY OR THE PROPERTY" shall mean the cumulative real property of the plat of Sam Barlow Woods, excepting Lot 1.

SECTION 2.00 SAM BARLOW WOODS OWNERS' ASSOCIATION.

2.01 ORGANIZATION. The association shall be formed by the Declarant as an Oregon non-profit corporation within 180 days after the date this Declaration is recorded, and the Association shall be known as the Sam Barlow Woods Owners' Association. The Association shall act through the Board, the membership of which shall be established pursuant to the Association's Bylaws.

2.02 MEMBERSHIP. Every owner of one or more Lots within the Properties, excepting Lot 1, shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one or more Lots within the Properties, be a Member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

2.03 VOTING RIGHTS. The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B Member shall be the Developer and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the sale of all Lots by the developer.

2.04 POWERS AND OBLIGATIONS. The Association shall have, exercise, and perform all of the following powers, duties, and obligations:

- (a) The powers, duties, and obligations granted to the Association by this Declaration.
- (b) The powers and obligations of a non-profit corporation pursuant to the general non-profit corporation laws of the State of Oregon.
- (c) Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to the Declaration or which otherwise are for the general benefit of the Owners within the Properties.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in this Declaration made in accordance with the provisions herein. At no time shall any amendment be adopted except those that maintain the common areas and enforce the design plan herein provided.

2.05 LIABILITY. Neither the Association nor any officer or member of the Board shall be liable to any Owner or to the Association for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act by the Association or any of its officers, provided only that the officer or Board member has acted in good faith based on actual knowledge. Each officer and member of the Board shall be indemnified by the Association against all expenses and liabilities, including reasonable attorney's fees, incurred or imposed upon such individual in such capacity; provided, however, there shall be no indemnity if such individual is adjudged guilty of willful misconduct or bad faith in connection with the matter as which indemnification is sought.

2.06 REPORTING AND AUDITS. An annual report of the receipts and expenditures of the Association shall be rendered by the Board to all Owners and to all mortgagees of Lots who have requested the same within 90 days after the end of each fiscal year. From time to time the Board, at the expense of the Association, may obtain an audit of the books and records pertaining to the Association and furnish copies thereof to the Owners and such mortgagees.

2.07 AVAILABILITY OF RECORDS. Upon request, during normal business hours or under other reasonable circumstances, the Association shall make available to Owners and lenders, and to holders, insurers, or guarantors of any first mortgages, current copies of this Declaration, the Bylaws of the Association, other rules concerning the Properties, and the books, records, and financial statements of the Association.

2.08 MANAGEMENT. Within 60 days of the recording of these declarations Declarant shall enter into a management agreement with a licensed real estate management firm to collect, enforce, and coordinate provisions of this declaration. Such agreement shall be for a period of 3 years. The owners of each lot affected by these declarations shall pay from their assessment the cost of such management contract.

SECTION 3.00 ASSESSMENTS.

3.01 AUTHORITY TO ASSESS. Subject to the limitations and requirements set forth in this Section 3, the Association shall have the authority to levy assessments against each Lot in the Properties for maintaining the landscaped easement areas noted in the plan of Sam Barlow Woods in a neat and well-managed manner. Assessments shall also be adequate to pay the management contract provided for in Section 2.08.

3.02 ASSESSMENT FOR MAINTENANCE OF LANDSCAPE EASEMENTS.

3.02A PURPOSE OF ASSESSMENT. Assessments shall be used to defray the expense of the Association incurred in connection with maintenance of the landscaped easement areas.

3.02B AMOUNT OF ASSESSMENT. The Board shall from time to time and at least annually prepare an operating budget for the Association, taking into account the current maintenance costs and future needs of the Association. The amount of the assessment shall be based upon such budget prepared by the Board.

3.02C COMMENCEMENT OF ASSESSMENTS. The assessment for landscaped easement maintenance shall commence upon the transfer of the first Lot from the Developer to another Owner. However, the Developer may elect to defer commencement of assessments for landscaped easement maintenance, and if he so elects, the Developer shall pay and be responsible for all landscape maintenance expense as it accrues, without assessment to the other Owners of Lots until regular assessments for landscaped easement maintenance commence.

3.02D SELECTION OF LANDSCAPE MAINTENANCE CONTRACTOR. Landscaped easement areas shall be maintained by a licensed landscape contractor selected by the Board. Such contractor's agreement shall be managed by the real estate manager.

3.03 ASSESSMENT FOR RESERVES.

3.03A PURPOSE OF ASSESSMENT. In addition to assessments for common operating expenses, the Board may levy an assessment to create a reserve fund to defray the cost of long term maintenance, repair, and replacement of improvements upon the landscaped easement areas.

3.03B AMOUNT OF ASSESSMENT. The Board shall prepare a budget detailing the items of long term maintenance, repair, and replacement for which an assessment for reserves is proposed. The amount of any such assessment shall be based upon the budget so prepared.

3.04 UNIFORM RATE OF ASSESSMENT. Assessments for common operating expenses and assessments for reserves must be made at a uniform rate of 1/12th share per Lot for all Lots except those which are exempted herein and be collected on a monthly, quarterly, or annual basis as determined by the Board.

3.05 RECORDS OF ASSESSMENTS. The Association shall maintain records of assessments, of any other income received by the Association, and of all disbursements made. The Board may at any time require that an audit of the Association's records be performed at the expense of the Association. The results of any such audit may be presented at any meeting of the Board. Any Owner shall have the right to inspect Association records at any reasonable time.

3.06 LATE CHARGES. In the event any assessment is not paid within 30 days of its due date, the Association shall have the right to levy a late charge, which will be established by the Board. The Board shall fix the amount of any late charges to be imposed and any such late charges shall be uniformly applied to all Lots.

3.07 RIGHT TO LIEN. In the event any assessment, or any other expense due pursuant to this Declaration, is not paid within 30 days after its due date, the Association, in addition to all other rights and remedies available by law or provided herein, may, upon 15 days prior written notice to the Owner owing such assessment or expense, impose a lien against such Owner's Lot in the amount of the assessment or expense, plus collection costs, including late charges and reasonable attorney's fees, plus interest on all such amounts from the date first due until paid in full, at a rate per annum equal to 5 percentage points in excess of the New York Prime Rate in effect on the date such lien is filed. Any such lien shall bind and run with the Lot in question until paid in full. The Association may initiate an action to foreclose any such lien in any manner provided by law. In any action to foreclose any such lien, any judgment rendered against the Owner of the Lot in question and in favor of the Association shall include such amount as the court may adjudge reasonable for attorney's fees and all costs and expense reasonably incurred in the preparation for and the prosecution of such action, at trial and on any appeal, in addition to all other amounts provided by law.

3.08 PERSONAL OBLIGATION. Each assessment or charge levied pursuant to the provisions of this Declaration shall be a separate and personal obligation of the Owner of the Lot against which the assessment or charge is levied. The sale, transfer, or conveyance of a Lot shall neither release nor discharge the Owner thereof from such personal liability, nor shall such a sale, transfer, or conveyance extinguish any lien placed on such Lot.

3.09 SUBORDINATION. Notwithstanding any other provisions of this Declaration, any lien imposed on a Lot hereunder shall be and remain at all times, inferior, junior, and subordinate to the lien of any first mortgage or deed of trust encumbering such Lot. Without limiting the generality of the foregoing, the sale or transfer of any Lot under a decree of foreclosure pursuant to any such first mortgage or Deed of Trust, or proceeding in lieu of foreclosure, shall extinguish any lien imposed on such Lot hereunder prior to the date of sale or transfer.

SECTION 4.00 GENERAL PROVISIONS FOR AND RESTRICTION ON THE USE OF PRIVATE AREAS.

4.01 MAINTENANCE OF LOTS. Each Lot and its improvements shall be maintained in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Each Lot shall be maintained, mowed, and kept clear of debris even while the Lot is vacant or held for investment. Any Lot not so maintained shall be subject to the provisions of the enforcement section herein.

4.02 TYPE OF BUILDING. No building other than a family dwelling of not less than 1,800 square feet for a single level and 2,400 square feet for homes of two or more levels, for private use may be constructed on any Lot. No mobile or manufactured home, or trailer may be used as a residence.

4.03 OUTSIDE ANTENNAS. The construction of satellite dish, television, or "CB" antennas and placement thereof is prohibited. Antennas of any other type must be approved by the Architecture Review Committee. Small satellite dishes less than 30 inches in diameter shall be permitted.

4.04 TEMPORARY STRUCTURES. Temporary structures which have been approved by the Architecture Review Committee shall be permitted on a Lot during the period of construction of a dwelling. However, any such temporary structure shall be removed within 30 days after completion of the dwelling or, within one year after the date upon which the temporary structure was erected, whichever occurs first. Temporary structures may not be used as a residence during construction.

4.05 APPEARANCE. All garage, trash, cuttings, refuse, refuse or garbage containers, fuel tanks, clothes drying apparatus, or other service facilities shall be screened from view from neighboring Lots in a manner approved by the Architecture Review Committee.

4.06 SIGNS. No signs shall be placed or kept on a Lot, except signage constructed of a tasteful and personal nature such as household names or addresses to be approved by the Architecture Review Committee prior to installation. Only standard real estate "yard signs" will be permitted and only one sign per Lot will be permitted at any one time. Standard "Block Home" signs shall also be permitted for inside window placement only.

4.07 UTILITIES. No above ground utilities, pipes, or wires shall be used to connect improvements with supplying facilities, or to connect parts of any improvement with such utilities.

4.08 OFFENSIVE OR COMMERCIAL ACTIVITIES. No offensive or commercial activity shall be carried out on any Lot or anything done on a Lot which interferes with or jeopardized the enjoyment of other Lots within Sam Barlow Woods. Home occupations are allowed pursuant to the provisions of Multnomah County zoning ordinances and with written permission of the Sam Barlow Woods Homeowners Association.

4.09 LIGHTING. No direct beam exterior lighting or noise making devices shall be installed or maintained on a Lot without written consent of the Architecture Review Committee, except for private security systems and subdued landscape lighting, which are allowed.

4.10 REMOVING TREES. No trees shall be removed or trimmed from any area with Sam Barlow Woods to maintain views without written permission from the Architecture Review Committee in conformity with its published rules, or without permission of any lawful jurisdiction having authority to regulate cutting of trees or other live plants with Sam Barlow Woods. Trees which are dangerous or diseased may be removed or trimmed with written permission of either the Architecture Review Committee, Homeowners Association, or any authority having applicable jurisdiction within Sam Barlow Woods.

4.11 DRIVEWAY CONSTRUCTION. All private driveways shall be paved with concrete or asphaltic concrete, or any other high quality paving as approved.

4.12 PARKING OF RECREATION AND OTHER VEHICLES. No part of any Lot shall be used for parking of recreation or other vehicles except in an enclosed space attached to the residence or a common area facility which has been approved by the Architecture Review Committee.

4.13 ANIMALS. No Lot may be used as a place to raise domestic or other animals of any kind except for a reasonable number of household pets, which are not kept, bred, boarded, or raised for commercial purposes, and are not a nuisance to other Lots.

4.14 ARCHITECTURE REVIEW COMMITTEE CONSENT. Any improvement contemplated to be built on a Lot in the Properties must conform to the Sam Barlow Woods design plan, and must have written consent of the Architecture Review Committee prior to application to Multnomah County or the City of Gresham for any required permits or prior to the commencement of any physical aspect of the improvement. In all cases in which Architecture Review Committee is required, the following provisions, together with all other provisions contained in this declaration shall apply:

4.14A MATERIAL REQUIRED TO BE SUBMITTED. Where consent must be acquired by Lot Owners from the Architecture Review Committee; plans, specifications, and other material the committee determines to be necessary to enable it to evaluate the proposal must be submitted at least 10 days in advance of the occurrence which requires consent.

4.14B ARCHITECTURE REVIEW COMMITTEE DISCRETION AND GUIDELINES. The Architecture Review Committee may at its discretion withhold consent with respect to any proposal if the Committee finds the proposal would be inappropriate for the particular Lot or incompatible with the quality and high design standards of Sam Barlow Woods. Considerations such as color, design, size, view, effect on other Lot Owners, disturbance of existing terrain and vegetation and nay other factor of which the Architecture Review Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposal. During construction of homes in Sam Barlow Woods, Lone Oak Construction, Inc. shall act as the architecture review committee.

The following general guidelines shall be followed for the exterior of all homes:

1. Roofing shall be cedar shake material, "heavily textured" composition, or tile. Metal roofing may only be used with written approval and sole discretion of the Architecture Review Committee. All allowed roofing is subject to approval of the Architecture Review Committee.

2. Any auxiliary building, covered or uncovered structure erected on a Lot shall be sided, roofed, and the exterior designed in a manner identical to the home erected on each Lot. Only small well-constructed storage facilities shall be allowed, and shall be permitted solely at the discretion of the Architecture Review Committee.

3. Siding material of all homes in the Properties shall be cedar, lap siding not to exceed 6 inches in width (subject to specific approval of the Architecture Review Committee), or better wood board siding or a masonry product such as brick, rock, or stone. Staining or painting of any siding material must be of a muted color or a color consistent with generally accepted design standards. The Architecture Review Committee shall have sole discretion in approving the exterior color and finish of any home erected in the Properties. All homes in the Properties shall be sided with an approved brick, stone, rock, or other approved masonry product on at least 25% of all vertical walls facing the common street or the front aspect of the home as determined by the Architecture Review Committee. At the discretion of the Architecture Review Committee, wood trim may be included in the street facing vertical walls if the Committee is convinced that such trim is an integral part of the design of the home.

4. All front yard and side yard landscape construction, as well as the landscape construction of an area extending 100 feet from the rear of the residence into the rear yard of each home must be completed within six months from the issuance of an occupancy permit for said home by Multnomah County or the City of Gresham. Exceptions to the rear yard requirement may be granted by the Architectural Review Committee due to slope or other physical constraints.

5. Any fencing constructed on any Lot shall be constructed of a wood, stone, brick, or masonry material of a kind identical to the home's siding or trim material. Use of metal chain link fencing shall not be allowed. Permission to use any fencing materials and acceptance of the design of any fencing shall be at the sole discretion of the Architecture Review Committee.

6. All windows shall be wood-framed or vinyl windows, having wooden or vinyl casings and shall be wood-trimmed a minimum of 6" laterally from all glass surfaces. Variations in window structure may be granted by the Architecture Review Committee if a particular home's design may be enhanced by an alternate design or material. Granting of such variance shall be at the sole discretion of the Architecture Review Committee.

7. All construction of private homes and landscaping shall be done in a manner that is sensitive to the views of other homes built within the Properties. As such, site plans shall be approved at the sole discretion of the Architecture Review Committee. All building plans shall minimize to a reasonable extent obstruction of views of homes within the Properties. In addition, landscaping plans shall be approved prior to construction and shall include plant material that minimizes obstructions of views within the Properties. Approval for each Lot is required, and height restrictions on structures and landscape material may be imposed by the Committee. The Committee at its sole discretion shall determine the acceptability of any design.

4.14C QUALIFIED BUILDERS. All homes built on private Lots in the Properties shall be built and contracted by licensed and bonded builders who have been approved by the Architecture Review Committee. No owner-contracted homes shall be built in the Properties. Qualified builders who have shown a recent past history of building homes of the quality demanded by the building restrictions of Sam Barlow Woods may at the sole discretion of the Architecture Review Committee build a home for their personal occupancy.

4.14D FAILURE TO ACT. In the event the Architecture Review Committee fails to render its decision with respect to any proposed work within the 10 days granted in Section 2.15A, the Committee shall conclusively be deemed to have consented to the proposal.

4.14E EFFECTIVE PERIOD OF CONSENT. For items requiring Committee consent, Architecture Review Committee consent shall be revoked one year after issuance unless the work has been commenced or the Lot Owner has applied for and received an extension of time from the Architecture Review Committee.

SECTION 5.00 ENFORCEMENT

5.01 GENERAL PROVISIONS. Until such time as the Barlow Woods Homeowners' Association has assumed its rights of enforcement from the Developer as provided herein, the Developer of the Properties shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Sam Barlow Woods design, or any Sam Barlow Woods declaration. Failure by any such person to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any reference to the authority to enforce any provisions of these declarations may apply either to the Developer or the Sam Barlow Woods Homeowners' Association, whichever authority has enforcement rights at such time as they may be exercised.

5.02 VIOLATION OF BARLOW WOODS DECLARATIONS BY NON-QUALIFYING IMPROVEMENT. In the event any Lot Owner constructs or permits to be constructed on his Lot, an improvement contrary to the provisions of the Sam Barlow Woods declarations, or in the event any Lot Owner maintains or permits any improvement, condition, or thing on his Lot contrary to the provisions of the Sam Barlow Woods declarations, the Developer may no sooner than 60 days after delivery to such Lot Owner of written notice of the violation enter upon the offending Lot and remove the cause of the violation, or alter, repair, or change the item which is in violation of such declaration in such manner as to make it conform thereto. The Developer may charge the Lot Owner for the entire cost of the work done by him pursuant to this section. Such amounts shall become payable upon delivery by the Developer to the Lot Owner notice of the amount due.

5.03 RIGHT OF ENTRY. The Developer or any member of the Architecture Review Committee authorized by the Developer may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot within the Properties for the purpose of determining whether or not the use of such Lot or any improvement thereon is then in compliance with the design or any Sam Barlow Woods declaration. No such entry shall be deemed to constitute a trespass or otherwise to create any right of action by the Lot Owner or occupant of such Lot.

5.04 INTEREST. Any amount not paid to the Developer when due in accordance with the design or in any Sam Barlow Woods declaration shall bear interest from the date due until paid at the rate of 12 percent per annum.

5.05 EXPENSES AND ATTORNEY FEES. In the event the Developer shall bring any suit or action to enforce any provision contained in the Sam Barlow Woods design or in a Sam Barlow Woods declaration to collect any money due to it thereunto, or to foreclose a lien, the defendant in such suit or action shall pay to the Developer all costs and expenses which the Developer shall incur in connection with such suit or action, including a foreclosure title report, and such amount as the court may determine to be reasonable, as attorneys fees therein, including attorneys fees incurred in connection with any appeal from a decision of the trial court or an intermediate appellate court.

5.06 NONEXCLUSIVENESS AND ACCUMULATION OF REMEDIES. Developer's pursuit of any remedy provided for the violation of any provision of the Sam Barlow Woods design or of a Sam Barlow Woods declaration shall not prevent concurrent or subsequent exercise of another remedy permitted thereunto or which is permitted by law. The remedies provided in the Sam Barlow Woods design plan and in any Sam Barlow Woods declaration are not intended to be inclusive but shall be in addition to all other remedy including actions for damages or suits for injunctions or for specific performance available under applicable law.

5.07 MISCELLANEOUS PROVISIONS.

5.07A AMENDMENT AND REPEAL. The provisions of the Sam Barlow Woods design plan may at any time be amended or repealed or provisions may be added at the discretion of the Declarant, so long as the Declarant has a majority of the voting rights in the Sam Barlow Woods Homeowners' Association as provided herein. at such time that Developer transfers his remaining interest in the property to a new Owner, then the Owners of the Lots may amend or repeal provisions contained herein with a vote of the Owners as provided in the rules and bylaws of the Sam Barlow Woods Homeowners' Association.

5.07B JOINT OWNERS. In any case where two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with the provisions of the master design and the Sam Barlow Woods declarations shall be a joint and several responsibility. The act or consent of any one or more such persons shall constitute the act or consent of the entire ownership interests provided, however, that in the event that such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter on

such person may deliver written notice of such disagreement to the Developer or all of the other Lot owners, as the case may be, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

5.07C CONSTRUCTION, SEVERABILITY, NUMBER, CAPTION. The Sam Barlow Woods declarations shall be construed as an entire document to accomplish the purposes stated in the introductory paragraphs. Nevertheless, each provision of the Sam Barlow Woods declarations shall be deemed independent and severable and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining party of that or any other provision.

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

5.07D EASEMENTS FOR WATER AND POWER FOR COMMON AREA IRRIGATION.

5.07D.01 Lot 14 and Lot 15 shall make available a connection to its public water supply to provide irrigation water the landscape easement area along East Powell Boulevard.

5.07D.02 At the Developer's discretion, a tap into Lot 14 or Lot 15's water supply lines may be made and connected to an approved irrigation system provided by Developer which may be attached to the exterior of any home or structure constructed on Lots 14 or 15.

5.07D.03 Developer, his assigns, the landscape contractor, the property manager, or any other party having interest in maintaining such irrigation system shall at all reasonable times have right of entry into Lots 14 and 15 thence to service, inspect, program, operate, or replace the irrigation system and piping from the water source to the controls.

5.07D.04 The owners of Lots 14 and 15 shall also allow underground water piping and control wires to be placed by the Developer from the water source to the controls and from the controls to the landscape easement areas.

5.07D.05 The owners of Lots 14 and 15 shall, for providing such service of easements and use of water for irrigation, pay no dues provided for in this declaration. If no such use is made, owners shall pay in their pro rata share of all assessments. If such use is made on Lot 14 and Lot 15 and is later removed, owners of either or both lots shall commence payment of their pro rata assessment from the time the irrigation system is removed.

5.07D.06 The Sam Barlow Woods Home Owners Association is solely responsible for the landscaping and maintenance of the southerly 14 feet of the 30 foot wide landscape easement shown on the recorded plat of Sam Barlow Woods. The northerly 16 feet of the 30 foot wide landscape easement is the sole responsibility of the owner of lot 14 or 15 respectively. The owners of Lots 14 and 15 shall have full use and control (which shall include the addition or removal of plants and trees, the installation of fencing and garden storage structures and general landscaping) of the northerly 16 feet of the 30 foot wide landscape easement. This agreement may not be modified without mutual consent of the owners of lots 14 & 15. Prior to landscaping this area, plans must be approved by the architectural review committee.

5.07E NOTICES. Any notice permitted or required by the master design or any Sam Barlow Woods declaration may be delivered either personally or by mail. Delivery by mail shall be deemed to have been accomplished 24 hours after the notice has been deposited as certified or registered mail in the United States Mail, with postage prepaid, addressed as follows:

If for plan reviews or other notices: Lone Oak Construction, Inc.

1696 SE 25th DR.

GRESHAM, OR 97080

or to such other address as Lone Oak Construction, Inc., their successors or assigns may designate as provided for in the declarations of the Properties.

If to a Lot Owner:

At the address given by him at the time of his purchase of a Lot or at the address of his Lot within the Properties.

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

Declarant hereby declares that the Lots of Sam Barlow Woods shall be held, sold, and conveyed subject to the above covenants, conditions, restrictions, and easements all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Properties. These covenants, conditions, restrictions, and easements shall run with the land and shall be binding on all persons having or acquiring any right, title, or interest in the described properties or any part thereof and inure to the benefit of each Owner thereof.

In witness whereof, Declarant has caused this instrument to be signed the day and the year first above written.

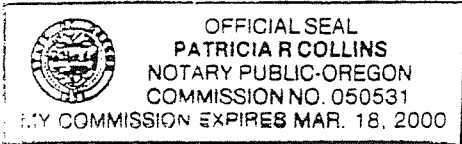
Dated this 4th day of December, 1997

By [Signature]
Lone Oak Construction, Inc.

State of Oregon)
County of Multnomah) SS.

The foregoing instrument was acknowledged before me this 4th day of December, 1997 by Michael Rossman, Secretary Treasurer of Lone Oak Construction, Inc.

[Signature]
Notary Public for Oregon
My Commission Expires: _____



After recording return to:
Lone Oak Construction, Inc.
1696 SE 26th DR.
GRESHAM, OR. 97080

After recording return to:

LOVE OAK CONSTRUCTION, INC.

1696 SE 26TH DR.

GRESHAM, OR 97080

AGREEMENT FOR EASEMENT AND WATER USE

THIS AGREEMENT, made and entered into this 4th day of December, 1997, by and between GRA Development Inc., an Oregon Corporation, hereinafter called the first party, and Sam Barlow Woods Owners' Association, hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in Multnomah County, State of Oregon:

Sam Barlow Woods, a residential development of approximately fifteen lots, according to the duly filed plat of Sam Barlow Woods, filed in Plat Book 1233, Page 86, in the records of Multnomah County, Oregon.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate:

NOW, THEREFORE, for good and valuable consideration, the receipt of all of which hereby is acknowledged by the first party, the parties agree as follows:

Consistent with the terms of Section 5.07D of the Declaration of Covenants, Conditions, and Restrictions Affecting the Plat of Sam Barlow Woods, the first party does hereby grant, assign and set over to the second party an easement for the placement of sprinkler system equipment, which shall also include the landscaping associated with the placement of the system equipment.

The easement is for the benefit of the second party and the individual owners of Sam Barlow Woods.

The second party shall have all rights of ingress and egress to and from the real estate necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue perpetually.

During the existence of this easement, maintenance of the easement and costs of repair of the equipment and the easement are the responsibility of the second party, except for damage caused by the first party's actions.

The second party shall have the right to use the water supply to Lot 14 and Lot 15, Sam Barlow Woods, for the operation of the sprinkler system.

In consideration for the granting of this easement and water use agreement, the second party grants to the owners of Lot 14 and Lot 15, Sam Barlow Woods, and their successors elimination of the monthly assessments imposed by the second party on each of the respective lots. The amount of this reduction may be modified by mutual written consent of the parties. If at present or at any time in the future, use is discontinued or use never commences, the full monthly assessment shall be levied against Lot 14 and/or Lot 15.

The parties agree that the Lots affected by this document will be transferred in the future, and therefore, it is agreed that this agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations.

IN WITNESS WHEREOF, the parties have set their hands in duplicate on this, the day and year first written above.

FIRST PARTY

SECOND PARTY

[Signature]

[Signature]

President, Lone Oak Construction, Inc.

President, Barlow Woods

Homeowners' Association

STATE OF OREGON)

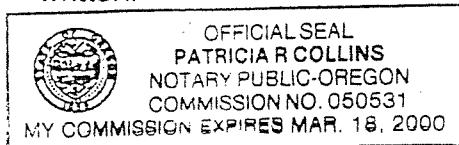
) SS.

County of Multnomah)

On this 4th day of December, 1997, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn,

personally appeared Michael Rossman, to me known as the ~~President~~ Secretary-Treasurer of Lone Oak Construction, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year above written.



[Signature]
NOTARY PUBLIC for Oregon

Commission expires: _____

STATE OF OREGON)

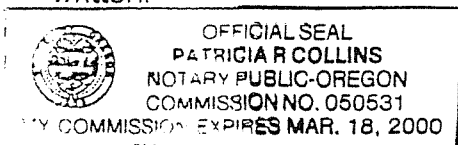
) SS.

County of Multnomah)

On this 4th day of December, 1997, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn,

personally appeared Michael Rossman, to me known to be the President of Barlow Woods Homeowners' Association, the corporation that executed the foregoing instrument, and acknowledged the said instrument to the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year above written.



[Signature]
NOTARY PUBLIC for Oregon

Commission expires: _____

Sam Barlow Woods Owner's Association

Guideline for Storage of Recreational Vehicles

All recreational vehicles will be kept behind a shielded fence no less than 6' in height built to the specifications of the CC&R's (Section 4.14B, #5). Enclosure is not to extend beyond the front of the garage/house.