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CONDITIONS, COVENANTS AND RESTRICTIONS
ROTH ESTATES OWNERS ASSOCIATION

DECLARATION

The Association shall have the powers and obligations set forth in this Declaration and shall use such powers and obligations for the benefit of all the Owners.

ARTICLE 1: ORGANIZATION OF ASSOCIATION

Organization. The Association shall be a nonprofit corporation under the General Nonprofit Corporation Laws of the State of Oregon. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. To the greatest extent possible, any successor unincorporated nonprofit association shall be governed by the Articles of Incorporation and Bylaws of governing documents of the unincorporated association. The unincorporated association shall not be dissolved without the prior consent of the City.

Membership. Every Owner of one of more Units in ROTH ESTATES shall, immediately upon creation of the Association and thereafter during the entire period of such ownership, 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.

Voting Rights. Each Owner shall have one vote for each dwelling unit or lot owned. Pertaining to joint ownership of one lot joint owners shall have a total of one vote for one lot.

After Recording Return to:
Chicago Title Insurance Co.
10415 SE Stark St.
Portland, OR 97216
Attn; Lois Walker

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Powers of the Association. The Association shall have all of the powers granted by this Declaration and by the laws of the State of Oregon, as limited by this Declaration. Such powers may from time to time be amended, repealed, enlarged or restricted by amendments to this Declaration, accompanied as necessary by changes in the Articles of Incorporation or Bylaws of the Association.

 Responsibilities of the Association. In addition to duties and obligations stated elsewhere in this Declaration, the Association shall have the following responsibilities:

 Insurance. For the benefit of the Association and the Owners, the Board of Directors shall obtain and maintain at all times, and shall pay for out of the common expense funds, insurance as provided in the ROTH ESTATES Bylaws.

 Payment of Taxes. The Association shall pay local taxes associated with the Common Property or otherwise not directly allocable to any Unit.

 Enforcement of Covenants. The Association shall enforce the Covenants.

 Interim Board; Turnover Meeting. Declarant shall have the right to appoint an interim board of three directors, who shall serve as the Board until replaced by Declarant or until their successors have been elected by the Owners at the turnover meeting described in this Section. Declarant shall call a meeting by giving notice to each Owner as provided in the Bylaws, for the purpose of turning over administrative responsibility for ROTH ESTATES to the Association not later than 120 days after the earliest of (a) January 1, 1998, or (b) when Declarant has sold and conveyed seventy-five percent (75%) or more of the lots to Owners other than the Declarant. If Declarant does not call the meeting required by this Section within the required period, any Owner may call such a meeting and give notice as required by this Section. At the turnover meeting, the interim directors shall resign and their successors shall be elected by the Owners (including Declarant) as provided in this Declaration and the Bylaws. At the turnover meeting, Declarant shall also deliver to the Association those items specified in ORS 94.616(3). After the turnover meeting, Declarant or its representative shall be available to meet with the Board as provided under ORS 94.616(4).

____ Liability. Neither the Association nor any officer of member of the Board shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any act or failure to act by the Association, any of its officers or any member of the Board, provided only that the officer or Board member has acted in good faith in accordance with his or her actual knowledge.

____ Indemnity. The Association shall indemnify any officer of member of the Board against liability arising out of or in any way related to any act or failure to act on behalf of the Association, provided only that the officer or Board member acted or failed to act in good faith, in accordance with his or her actual knowledge.

ARTICLE 2: PROPERTY RIGHTS IN THE COMMON AREAS

____ Members' Easements of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the Tract A Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot.

____ Title to Common Properties. At any time after Declarant has completed the intended improvements, Declarant may transfer ownership of the Common Properties to the Association. Only owners abutting the Tract B private street shall be responsible for maintenance of the private street. Those owners' responsibilities are described in a separate maintenance agreement. For the Tract A common area, the Association shall be responsible for maintenance, and the costs therefore, and for levying and collecting annual charges and assessments, as provided in the Articles of Incorporation and Bylaws of the Association. Further, the Association shall succeed to Declarant's rights and powers to enforce the provisions of this Declaration of Restrictions. However, Declarant, at its election, may arbitrarily not transfer ownership as indicated until seventy[-five percent (75%) of the Lots have been sold.

____ Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(A) The right of the Declarant and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area;

(B) The right of the Association to take such steps as are reasonably necessary to protect the above-described Properties against foreclosure;

(C) The right of the Association, as provided in its Articles or Bylaws, 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 (30) days for any infraction of its published rules and regulations;

(D) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties;

(E) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by owners of three-fourths (3/4) of the lots has been recorded, agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereunder is sent to every lot owner at least ninety (90) days in advance of any action taken, and The City of Portland has approved in writing the transfer of the property. Such City approval shall be based on the terms of the approval of the Roth Estates Subdivision.

Delegation of Use. Any owner may delegate his right to use the Common Properties to the members of his family and to his guests, subject to such general regulations as may be established from time to time by the Association.

ARTICLE 3: EASEMENTS

The following easements are dedicated to the public on the Plat for Roth Estates, and are listed here for reference only:

- Private Street Easement. A general access easement to the public for use of the Tract B private street.
- Pedestrian Easement. A pedestrian and bikeway easement to the public from the public right-of-way of NE Suttle Street and NE 5th Avenue, across Tract B (private street), to the pedestrian/bikeway easement within Tract A, shown on the ROTH ESTATES plat.
- Public Sewer Easement. An easements for construction and maintenance of utilities on the lots.
- Storm Drainage Reserve Easement. An easement for the storm drainage facility ("bio-swale") located in a part of the Tract A Common Open Space.

Noise Easement. The declarant hereby grants for the benefit of the Port of Portland an easement for the aircraft noise impact until Portland International Airport shall be abandoned or shall cease to be used for public airport purposes, over the Properties. Said easement shall encompass the right, in the airspace above the surface of the Properties having the same boundaries as the Properties extending from the surface upwards to the limits of the atmosphere of the earth, to cause in said airspace a maximum of such noise as permitted by federal and state regulations.

ARTICLE 4: USE OF THE PROPERTIES

 Residential Purpose. Except for Lot 111, not Lot shall be used for any purpose other than residential purposes, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling, with the exception of home occupations as allowed in single family dwellings in the City of Portland Planning and Zoning Code.

 Building Size. Dwellings on each Lot shall contain a minimum of 1,200 square feet of enclosed, gross floor area, exclusive of garages.

 Nuisance. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereupon, or in any single-family dwelling erected thereon, which may be, or may become, an annoyance or nuisance to the neighborhood.

 Temporary Structures, Recreational Vehicles. No structure of a temporary character, trailer, basement, tent, garage, barn or other outbuilding, shall be used on any Lot at any time, as a residence, either temporarily or permanently. Further, except for Lot 111, no trailer, camper, boat trailer or equipment or vehicle other than passenger cars, panel or pickup trucks, may be stored or parked permanently outside of a garage or shelter without written permission from the Association.

 Signs. No sign of any kind shall be displayed to the public view on any Lot or improvement except one professional sign advertising the property for sale or rent. This restriction does not apply to signs used by Declarant during the construction and sale of the Lots.

 Fences. No fence or wall shall be erected without the written approval of the Design Review Committee.

 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or

other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and provided further no dog may be permitted to roam at large.

Antennas. No television antennas, or antennas of any other type, may be installed in such a manner as to be visible outside of any building.

Roofs. All building roofs shall be constructed of architectural grade composite shingle material or comparable quality material in "Estate Gray" color or complimentary color, all as determined by the Board or its Architectural Review Committee.

Garbage. No trash, garbage, ashes or other refuse, junk vehicles, underbrush or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on the Properties. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers shall be kept in a clean and sanitary condition. No storage or containers, including garbage and recycling receptacles shall be allowed outside of structures except on the day of pickup.

Utilities. All utilities on the Properties, including water, sewer, storm sewer, electrical and gas, shall be installed underground in compliance with a governmental regulation for the installation and maintenance of the same.

Solar Devices. All proposed solar collection devices shall be shown on the drawings submitted to the Design Review Committee. No such solar or wind-actuated devices shall be installed or retrofitted without prior review and approval by the Design Review Committee in the same manner.

Heat Pumps. No heat pumps mounted outside completely enclosed structures shall be allowed.

Vehicles in Disrepair. No owner shall permit any vehicle which is inoperable or in an extreme state of disrepair to be abandoned or to remain parked outside of any garage for a period in excess of 72 hours.

Exterior Lights. No driveway lights or other exterior lights shall be installed or used without the consent of the Architectural Review Committee.

Mail and Newspaper Boxes. No mail, newspaper or delivery box or receptacle shall be installed or relocated unless the design and location have been approved by the Architectural Review Committee.

____ Landscaping. The owner of each lot shall be responsible for the maintenance of the landscaping on his property in a manner and frequency consistent with good property management. This duty includes, but is not limited to performing reasonable and proper weeding, irrigation, mowing of lawns, maintaining of ground covers, controlling pests and plant diseases, cleaning, pruning, fertilizing and replacement of destroyed or diseased plant materials. Two or more owners may, if they elect, jointly contract with others for the performance of any of the landscape maintenance duties.

ARTICLE 5: ARCHITECTURAL REVIEW

____ Architectural Review. No building, fence, wall or other structure shall be commended, erected, placed, altered or maintained on any Building Lot by an Owner until the design plans and specifications showing the nature, shape, heights, materials, colors and proposed location of the same shall have been submitted to and approved in writing by the Board. No change in the exterior color of any structure erected or maintained upon any Building Lot shall be made unless submitted to and approved in writing by the Board. It is the intent and purpose of this Declaration to achieve a high standard of quality of workmanship and materials and to assure harmony of external design with existing improvements.

____ Architectural Review Committee. The Board may appoint an Architectural Review Committee composed of three or more representatives. If appointed, the Architectural Review Committee shall act in place of the Board under this Article.

____ Procedure. The Board may adopt design and color guidelines and base its decisions thereon. The Board shall render its decision on an application for approval of the design of an improvement or any other proposal submitted to it for approval or consent within 15 working days after it has received a complete written application therefor. A complete application shall specify the approval or consent requested and be accompanied by all material reasonably required or desired by it to make an informed decision on such application. If the Board fails to render approval or disapproval of such application within thirty (30) working days after it has received a complete application, or if no suit to enforce the terms of this Declaration has been commenced within one year after completion of construction of the improvement, approval will not be required and the related provisions of this Declaration shall be deemed to have been in compliance.

Board Discretion. The Board may, at its sole discretion, withhold consent to any proposed improvement if it finds the proposed improvement would be inappropriate for the particular Building Lot or incompatible with the design standards that the Board intends for ROTH ESTATES. Consideration of siting, shape, size, color, design, height, solar access, impairment of the view from other Building Lots within ROTH ESTATES, effect on the enjoyment of other Building Lots or the Common Property, disturbance of existing terrain and vegetation and any other factors which the Board reasonably believes to be relevant, may be taken into account by the Board in determining whether or not to approve or condition its approval of any proposed improvement.

Liability. The scope of the architectural review under this article is not intended to include any review or analysis of structural, geophysical, engineering or other similar considerations. Neither the Board nor any member thereof (or of the Architectural Review Committee, if such is appointed by the Board) shall be liable to any Owner, occupant, builder, or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act, so long as such action or failure to act is in good faith.

Nonwaiver. Consent by the Board to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

Appeal. If the Board has appointed an Architectural Review Committee, any owner adversely affected by an action of such committee may appeal such action to the Board. Appeals shall be made in writing within ten days after the committee's action and shall contain specific objections or mitigating circumstances justifying the appeal. A final, conclusive decision shall be made by the Board within 15 working days after receipt of such notice.

Effective Period of Consent. The Board's consent to any proposed improvement shall automatically be revoked one year after issuance unless construction of the work has been commenced or the owner has applied for and received an extension of time from the Board.

Construction by Declarant. Improvements constructed by Declarant on any property owned by Declarant are not subject to the requirements of this Article 8.

ARTICLE 6: MAINTENANCE OF TRACT A COMMON AREA

Maintenance of the Tract A Common Area identified on the Plat for Roth Estates is covered by a separate agreement.

ARTICLE 7: ASSESSMENTS

(A) All of the property except lot 111 and except common areas shall be subject to an annual charge or assessment as hereinafter specified; provided, however, that the charge or assessment as hereinafter specified shall not apply to any building site until a residence has been constructed thereon and the residence has been occupied as a dwelling, or the building site has been deeded to an owner who intends to occupy the same as a dwelling, whichever event occurs first.

(B) Such annual charge or assessment, when imposed, shall be upon and against each building site subject thereto and the whole thereof. The amount shall be determined annually by the board of directors, but shall not exceed \$100.00 per individual building site unless two-thirds (2/3) of the members of the Association vote to increase the same either at the annual or a special meeting called for that purpose.

(C) The right to fix (subject to the limitations herein prescribed), collect and enforce the collection of such charges or assessments, including interest thereon, and expend same, shall be vested in the Association.

(D) Each such annual charge or assessment shall be fixed in advance on or about the first day of July of each ending year, commencing in 1995 covering the ensuing 12 months ending the 30th day of June of the following year. Each such charge or assessment shall be due and payable on the 15th day of November in the year in which it is fixed and if not then paid, shall in thereafter be delinquent and bear interest at the rate of ten percent (10%) per annum. The secretary of the Association shall file in the office of the County Clerk of Multnomah County, State of Oregon, within 120 days after delinquency, a statement of the amount of any charges or assessments, together with interest as aforesaid, which have become delinquent with respect to any portion of said property and upon payment in full thereof shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessment with interest as aforesaid shall constitute a lien on the whole building site with respect to which it is fixed from the date the notice of delinquency thereof is filed in the office of the County Clerk of Multnomah County, State of Oregon, until the same is released as herein provided. Such lien may be enforced by the Association in the manner provided by law with respect to a lien on real property; and in the event of foreclosure of such lien, the Property owner shall be liable for the costs and disbursements including reasonable attorney fees of Declarant or of

the Association, all of which costs, disbursements and fees shall be secured by such lien.

(E) The purchasers of lots or building sites by the acceptance of deeds therefore whether from Declarant or subsequent owners thereof, or by the signing of contracts or agreements to purchase the same, shall become personally obligated to pay such charges or assessments, including interest, upon the portion or portions of the lot or building site so purchased or agreed to be purchased by them and shall thereby become subject to the right and power of the Association to institute proceedings for the collection of such charges, assessments and interest and the enforcement of the lien securing the same. Such rights and powers shall continue in the Association and such obligations shall run with the land so that the successor owner of record of any lot or building site and the holder or holders of contracts or agreements for the purchase thereof shall in turn become liable for the payment of such charges or assessments, together with interest on such as may have become delinquent. Delinquent charges or assessments, together with interest and cost of collection, shall be a continuing lien on the Property in the hands of the then-owner or contract purchaser, or successors in interest.

Any sale or transfer of said Property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure shall not relieve such Property from liability for any charges or assessments thereafter becoming due not from the lien of any such subsequent charge or assessment.

(F) The proceeds received from the charge or assessments shall be applied to the payment of any or all of the following:

(1) Expenses incident to the enforcement of the restrictions, conditions, covenants, charges and agreements contained in this declaration and collection of the charges or assessments provided for in this article.

(2) Real and personal property taxes and assessments levied by any branch of government levied against Tract A.

(3) The cost of maintaining or improving the entrance signs, pillars and related structures and grounds.

(4) The cost of maintaining Tract A vegetation and any improvements located within Tract A not maintained by the City of Portland or public utility.

(5) The cost of maintaining or improving the bioswale identified on the ROTH ESTATES plat as located within Tract A.

ARTICLE 8: ADDITIONAL PROVISIONS

Restrictions on Further Subdivision. No lot shall be further subdivided into smaller lots by any owner, nor any easement or other interest herein shall be conveyed or transferred by an owner which reduces the effective usage area of an existing lot. This section shall not prohibit deeds of correction, deeds to resolve boundary disputes and similar corrective instruments.

Severability. Invalidation of any one of these conditions, covenants or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

Amendment of Declaration. Any of the provisions of this declaration except those provisions of Article 2 and 3 may be amended by the lot owners. Articles 2 and 3 shall remain in perpetuity. All such amendments must be recorded in the appropriate Records of Multnomah County, Oregon in order to become effective and shall be effective upon the date of recording. It is understood, however, that amendment of this declaration will not amend, repeal or render unenforceable any of the subdivision requirements as approved by the City of Portland.

Duration. The conditions, covenants and retractions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the owner of any lot which is subject to this Declaration or their successors in interest, for a term of ten (10) years from the date or recording of this Declaration, except that the provisions of Articles 2 and 3, and ownership and maintenance of common tracts is perpetual, as are easements granted to the public and utilities.

100 Year Flood Plain Boundary. The boundary of the 100 Year Flood Plain intersects the rear portions of Lots 83 through 86. The structures which extend into the 100 Year Flood Plain shall be developed in accordance with Title 24 and applicable Federal Flood Plain regulations.

DISCLAIMER STATEMENT

These covenants constitute a private agreement among the owners of lots within ROTH ESTATES and will not be enforced by the City of Portland. These covenants have not been approved or disapproved by the City and do not restrict the City's authority to adopt or amend its development regulations. There may be conflicting requirements between these covenants and the City's regulations. The City will limit its review of a development application and the issuance of permits to the requirements of its regulations and any condition of approval. It is the duty of every person engaged in development within ROTH ESTATES to know the requirements of these covenants.

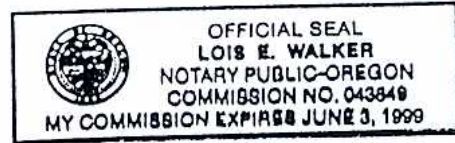
In the event there is a conflict between a City regulation and these covenants, any question regarding these deed restrictions shall be directed to the Architectural Review Committee. The City will not be liable for any approvals or permit's which are granted in compliance with City regulations, but which are not in compliance with these covenants.

IN WITNESS WHEREOF, the parties hereto have executed these
CONDITIONS, COVENANTS, AND RESTRICTIONS on March 1, 1996.

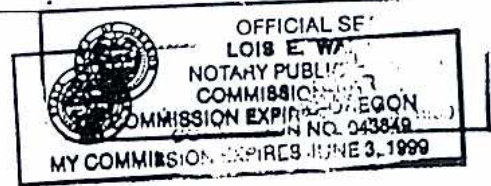
Richard Mayea Construction, Inc.

BY Richard P. Mayea
Richard P. Mayea, President
Linda E. Haines 3/5/96
Linda E. Haines, Co-Trustee
Janice N. Dynes 3/5/96
Janice N. Dynes, Co-Trustee

NOTARIZED



SUBSCRIBED AND SWORN TO before me this 1 day of March
1996, by Richard P. Mayea as President
of Richard Mayea Construction Inc.



Lois E. Walker
NOTARY PUBLIC FOR OREGON

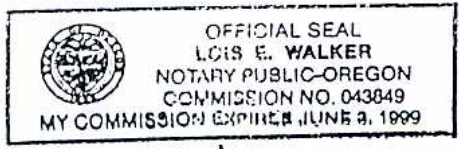
STATE OF OREGON,
County of Multnomah } ss.

FORM No. 23—ACKNOWLEDGMENT.
Stevens-Ness Law Publishing Co. 111
Portland, OR 97204 © 1992

BE IT REMEMBERED, That on this 5 day of March, 1996
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named Linda E. Haines and Janice N. Dynes, Co-Trustees of the Arthur
B. Roth Trust dated November 18, 1987

known to me to be the identical individual^s described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

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



Lois E. Walker
6/3/99 Notary Public for Oregon
My commission expires

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