



# Covenants, Conditions & Restrictions

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We believe these are the correct conditions and restrictions.

However, no examination of the title has been made and WFG National Title assumes no liability for any additions, deletions or corrections.

95-

AMENDED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
SOUTH SHORE ESTATES

IN RESIDENTIAL ZONE R-10, CITY OF LAKE OSWEGO,  
CLACKAMAS COUNTY, OREGON

*Stewart Title*

*C-137-89*

THIS DECLARATION, made on the date hereinafter set forth by SHELTER DEVELOPMENT COMPANY, an Oregon corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Clackamas, State of Oregon, which property is within the Plat of SOUTH SHORES ESTATES as the same appears on the map and Plat recorded on the 17th day of February, 1987, as Instrument No. 87-6795, page 89 of Book 24, of the Plat records of Clackamas County, Oregon; and

RECORDED BY STEWART TITLE AS AN ACCOMMODATION ONLY. NO LIABILITY IS ACCEPTED FOR THE CONDITION OF TITLE OR FOR THE VALIDITY, SUFFICIENCY, OR EFFECT OF THIS DOCUMENT.

WHEREAS, Declarant previously filed its original Declaration recorded in the Deed Records of Clackamas County, Oregon as Document No. 87 06796 on February 17, 1987, which Declaration it wishes to amend and supersede by the terms of this DECLARATION;

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and

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desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. All the terms of this Declaration shall be deemed a part of every conveyance of property within the Plat of SOUTH SHORES ESTATES as fully and to the same effect as if they were expressly set forth in the conveyance. This AMENDED DECLARATION shall supersede the original DECLARATION upon the consent and acceptance of this AMENDED DECLARATION by all Owners of the Lots, and thereafter the original DECLARATION shall be of no further force or effect.

#### ARTICLE I

#### DEFINITIONS

Section 1. "Association" shall mean and refer to SOUTH SHORE ESTATES NEIGHBORHOOD ASSOCIATION, an Oregon non-profit corporation, its successors and assigns, to be formed for the purpose of implementing these Declarations and being the governing body of the Owners for the purposes set forth herein.

Section 2. "Properties" shall mean and refer to that certain real property described in the AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SOUTH SHORE ESTATES, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including any improvements thereto) owned by the Association for

the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as COMMON AREA TRACT A and COMMON AREA TRACT B as shown on the attached plat for SOUTH SHORE ESTATES, marked Exhibit A and by this reference incorporated herein.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall refer to Shelter Development Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge

reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two thirds (2/3) of the members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws of the Association, his right to enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Utilities Easements. An easement is hereby reserved over and across all lands for storm water drainage and the installation and maintenance of water, gas, sewer, telephone and electric lines and other services now or hereafter commonly supplied by utilities. For most Lots, the easement is situated within five (5) feet of the side and rear lines of each Lot in the Plat. The width of the easement along some Lot lines is ten feet, fifteen feet, or twenty feet. The location and depth of each such easement is that set forth in the recorded Plat..

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be member of the Association. Membership shall

be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership.

#### ARTICLE IV

##### COVENANT OF MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not so expressed in said deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided and (3) in the event of failure to so pay, all interest, costs and reasonable attorney's fees incurred as a result of such nonpayment. The annual and special assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments

levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. For the first three years from the date of filing of this DECLARATION, the maximum annual assessment shall not exceed the monthly rate of Fifteen Dollars (\$15.00) per month.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the

required quorum is not present, another meeting may be called subject to the same notice requirement. The required quorum at the next meeting shall be one-half (1/2) of all the members.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the date when the Association first establishes an assessment as provided in the By-Laws of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association, as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. The



Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property. No Owner may waive or otherwise avoid liability for the assessments provided for herein by the non-use of the Common Area or abandonment of his Lot. In the event of nonpayment, the Association shall be entitled to recover its reasonable and actual attorney's fees and costs regardless of whether suit is filed, and if suit is filed, then at trial and on any appeal.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Design Approval. No building, fence, wall or other structure shall be erected, placed, added to or altered upon the Properties, until the plans and specifications showing the improvement, the materials used in constructing it, and its location have been submitted to and approved in writing as to the harmony of its external design and location in relation to surrounding structures and topography by the Board of Directors

of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors. In the event that the Board of Directors, or its duly designated committee, fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Criteria for Buildings and Improvements.

Notwithstanding the Section 1 of this Article, or of the approval of the architectural committee, all buildings and improvements on the Properties shall conform to the following minimum criteria and requirements:

(a) No dwelling shall be permitted if its ground floor area, exclusive of porches and garages, is less than two thousand (2,000) square feet in the case of a one story structure, or less than fourteen hundred (1,400) square feet in the case of a multiple story structure, so long as the total combined finished living area is not less than two thousand four hundred (2,400) square feet. All dwellings shall be of double wall construction.

(b) Garages shall conform generally in architectural design and exterior materials and finish to the dwelling to which they are appurtenant.

(c) Trailers, campers, pick-up coaches,

tents or boats must be stored completely within a fully screened structure.

(d) All roofing materials shall be specified in the plans submitted for approval to the Association. Cedar shingles and shakes and earth-tone tile roofs are acceptable.

(e) All utilities shall be underground. No outdoor overhead wire or service drop for the distribution of electric power or for telecommunication purposes, pole, tower or other structure supporting outdoor overhead wires, shall be erected, placed or maintained.

(f) All outside television and radio aerials and antennas, and satellite and cable television dishes are prohibited without the express written approval of the Board of Directors of the Association.

(g) The location of a swimming pool on any property must be approved in writing by the Board of Directors of the Association. Adequate safety fencing must be installed around swimming pools and must be properly maintained.

(h) In order to preserve the unusual view to the maximum advantage of all owners of Lots, the Association may impose height restrictions on buildings or other improvements on some lots where necessary to accomplish this goal.

(i) The front yard of each home shall be landscaped within one hundred twenty (120) days from the posting of the completion notice or occupancy of the home, whichever occurs first, for both presold homes and homes built by a contractor for resale.

(j) All homes shall be completed not later than six (6) months after the commencement of construction, which shall be deemed to have occurred at the time that the foundation footings are poured.

Section 3. Building Setbacks. No building or structure of any kind or nature shall be located on any Lot within the Plat within twenty (20) feet of the front lot line. Each side yard shall extend a minimum of five (5) feet from the property line, and their combined setback shall be not less than fifteen (15) feet from the property lines. On corner lots, the side yard shall extend a minimum of twenty (20) feet on the side abutting the street. The rear yard shall extend a minimum of twenty-five (25) feet from the property line. In all cases the setbacks shall be not less than those required by the City of Lake Oswego. The minimum setbacks are indicated on the recorded Plat.

Section 4. Waiver of Minor Setback Violations. If a building or structure is inadvertently located on a Lot within the Plat in such a manner that a minor violation of this Declaration has occurred, the violation may be waived by the Board of Directors of the Association if the Owner also obtains

any necessary waiver from the City of Lake Oswego. A "minor violation" for the purpose of this Section is a violation of not more than two (2) feet beyond the setback lines as described in Section 3 of Article V. This Section shall apply only to the original structure built on the Lot, and shall not be applicable to any alterations or repairs to the original structure.

Section 5. Sidewalks. To the extent indicated on the recorded Plat, the Owners of certain Lots shall also construct and thereafter maintain in good order and repair sidewalks as required by the City of Lake Oswego.

Section 6. Penalty for Failure to Complete Construction. All construction shall continue until the improvement being constructed is completed. In the event that construction is terminated for more than (thirty) 30 days, the Board of Directors of the Association may notify the Owner responsible and give him thirty (30) days to recommence construction and to continually work to complete said improvement. In the event that the Owner does not do so, the Board of Directors of the Association may impose a penalty of up to \$25 a day for so long as said violation shall continue. The penalty authorized herein shall not limit the availability of any other relief that may be legally available.

#### ARTICLE VI

#### USE RESTRICTIONS

Section 1. Residential Purpose. No Lot or living unit shall be used for any purpose other than residential purposes.

Section 2. Nuisance. No noxious or offensive activity or unsightly conditions shall be permitted upon any part of said properties, nor shall any thing be done thereupon which may be or may become an annoyance or nuisance to the neighborhood. No branches, construction debris, weeds, rubbish or garbage dumps shall be permitted on any property within the Plat. Boundary fences, walls and hedges shall be kept in good condition and repair. Lawns shall be cut so that they are not eyesores or detrimental to the values of other Lots.

Section 3. Temporary Structures. No structure of a temporary character, camper, trailer, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently on any part of said property.

Section 4. Parking. Parking of boats, trailers, trucks, truck-campers and like equipment, or junk cars or other unsightly vehicles, shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within a community storage area, if any, approved by the Board of Directors of the Association, or by its architectural committee or within the confines of an enclosed garage, and no portion of same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written approval from the Board of Directors or its architectural committee. All other parking of equipment shall be prohibited except as approved in writing by the Board of Directors or its architectural committee.

Section 5. Signs. Unless written approval is first obtained from the Board of Directors of the Association or from its architectural committee, no sign of any kind shall be displayed to public view on any structure or on said properties, except one professional sign not more than 20" x 26" advertising the property for sale or rent.

Section 6. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said properties or in any living unit, 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 that no dog, cat or other household pet may be permitted to roam at large or to create a nuisance.

Section 7. Garbage. No trash, garbage, underbrush, refuse or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on said properties. Trash, garbage or other waste shall not be kept or maintained except in sanitary containers. All containers shall be kept in a clean and sanitary condition and must be buried or screened so as not to be visible from any street or adjacent properties or as approved by the Board of Directors of the Association or its architectural committee.

Section 8. Exterior Lighting. All exterior lighting shall have cut-off fixtures so that no direct lighting or glare is emitted beyond any property line onto adjacent properties.

Section 9. Landscaping No owner shall remove or

otherwise alter any plant or tree or any landscaping or improvement in any Common Area without the written consent of the Board of Directors of the Association or its architectural committee.

Section 10. Business. No business shall be conducted from the home of any Owner without the prior written approval of the Board of Directors of the Association.

#### ARTICLE VII

#### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, 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 this Declaration or by the Board of Directors of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect or in any manner invalidate any other provision, which shall remain in full force and effect.

Section 3. Amendment. These covenants, conditions and restrictions may be amended or repealed only by duly recording an instrument which contains an agreement to do so and which is signed by not less than ninety (90) percent of the Owners during the first ten years from the date of this Amended Declaration,



and by not less than seventy-five (75) percent of the Owners thereafter.

Section 4. Conflict In case of any conflict between any term or provision of this Amended Declaration and any applicable statute of the State of Oregon or ordinance of the County of Clackamas, City of Lake Oswego or any other governmental body having jurisdiction, then the terms of the statute, ordinance or regulation of the State of or Oregon or any governmental body shall prevail.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has set its hand and seal this 17 day of July, 1989.

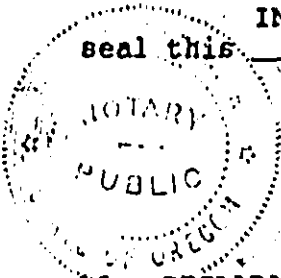
Shelter Development Company

By Patricia McKinnon

State of Oregon )  
County of Clackamas ) ss:  
)

<sup>1989 ms</sup> BE IT REMEMBERED that on this 17<sup>th</sup> day of ~~September~~ <sup>July</sup>, 1986, before me appeared Patricia McKinnon, to me personally known, who being duly sworn, did say that he is the President of Shelter Development Company, the within named Declarant, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be its free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 17<sup>th</sup> day of July, 1989.



Wanda Sander  
Notary Public for Oregon  
My Commission Expires: 8-23-89

ARTICLES OF INCORPORATION

OF

SOUTH SHORE ESTATES NEIGHBORHOOD ASSOCIATION

I, the undersigned, being of the age of 18 years or more, acting as incorporator of a corporation under the Oregon Nonprofit Corporation Law, adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is SOUTH SHORE ESTATES NEIGHBORHOOD ASSOCIATION and its duration is perpetual.

ARTICLE II

The purpose for which the corporation is organized is to engage in any lawful purpose for which corporations may be organized under the Oregon Nonprofit Corporation Law, which is presently codified in ORS Chapter 61, including but not limited to caring for the common area and common interests of the owners of lots in the subdivision known as SOUTH SHORE ESTATES, located in Clackamas County, Oregon.

ARTICLE III

The name the corporation's initial registered agent is Patricia G. McKinnon. The address of the initial registered office is 2662 Palisades Crest Drive, Lake Oswego, Oregon 97034.

ARTICLE IV

The mailing address to which the Secretary of State may mail notices as required by this chapter shall be 2662 Palisades Crest Drive, Lake Oswego, Oregon 97034.

1 - ARTICLES OF INCORPORATION OF SOUTH SHORE ESTATES  
NEIGHBORHOOD ASSOCIATION

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ARTICLE V

The initial Board of Directors shall consist of three members. The names and addresses of the initial directors are:

Barbara Sue Seal      4200 S.W. Mercantile Drive, Suite 700,  
Building F, Lake Oswego, Oregon 97035

Beverly Miller      16652 Woodsman Court  
Lake Oswego, Oregon 97034

Patricia G. McKinnon   2662 Palisades Crest Drive, Lake Oswego,  
Oregon 97034

ARTICLE VI

The name and address of the incorporator is Patricia McKinnon, 2662 Palisades Crest Drive, Lake Oswego, Oregon 97034.

ARTICLE VII

The initial directors shall serve for a term of one year from the date of incorporation and until their successors are duly elected and qualified. The owner of each lot of SOUTH SHORE ESTATES, a subdivision in Clackamas County, Oregon shall be a member of this corporation and shall be entitled to one vote per lot. At the first annual meeting, new directors shall be elected by a vote of the members. The three candidates who receive the greatest number of votes shall be elected as the new directors. They will serve for a two year term, at which time their successors shall be elected in the same manner.

ARTICLE VIII

The corporation shall indemnify to the fullest extent permitted by the Oregon Nonprofit Corporation Law any person who is made, or threatened to be made, a party to an action, suit or

proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the corporation) by reason of the fact that the person is or was acting in his or her capacity as a director or officer of the corporation. The right to and amount of indemnification shall be determined in accordance with the provisions of the Oregon Nonprofit Corporation Law in effect at the time of the determination.

Dated this 11 day of July, 1989.

Patricia McKinnon  
Patricia McKinnon

I, the undersigned, declare under the penalty of perjury, that I have examined the foregoing and that to the best of my knowledge and belief, it is true, correct and complete.

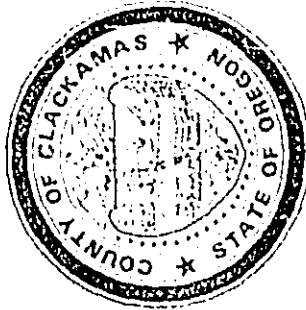
Dated this 11, day of July, 1989.

Patricia McKinnon  
Patricia McKinnon

STATE OF OREGON )  
County of Clackamas ) ss

I, John F. Kauffman, County Clerk for the County of Clackamas, do hereby certify that the instrument of writing was received for recording in the records of said county at

1989 JUL 19 AM 9:38



Witness my hand and seal aforesaid  
John F. Kauffman  
JOHN F. KAUFFMAN  
County Clerk

Recording Certificate  
CCP-84 (rev. 12.78)

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3 - ARTICLES OF INCORPORATION OF SOUTH SHORE ESTATES  
NEIGHBORHOOD ASSOCIATION

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AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF SOUTH SHORE ESTATES

To include as follows:

ARTICLE II

Section 4. Landscape Easement. A five foot easement is hereby reserved over and across lots bordering the perimeter of the subdivision on Greentree road and South Shore Blvd. (namely Lots 14 to 19 inclusive and Lots 24 to 27 inclusive) for brick pillars, fencing and landscaping.

SHELTER DEVELOPMENT

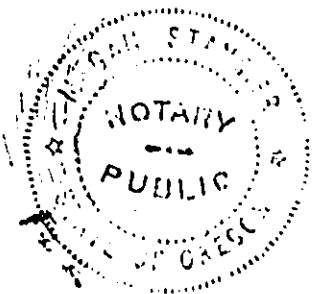
Patricia G. McKinnon  
Patricia G. McKinnon

7/14/89  
Date

RECORDED BY STEWART TITLE AS AN  
ACCOMMODATION ONLY. NO LIABILITY IS  
ACCEPTED FOR THE CONDITION OF TITLE OR  
FOR THE VALIDITY, SUFFICIENCY, OR EFFECT  
OF THIS DOCUMENT.

STATE OF OREGON )  
                          ) SS:  
County of Clackamas )

SUBSCRIBED AND SWORN TO BEFORE ME this 14<sup>th</sup> day of  
July, 1989.



Meyer Sanger  
Notary Public for Oregon  
My Commission Expires: 8-23-89

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STATE OF OREGON )  
County of Clackamas ) ss  
I, John F. Kauffman, County Clerk, for the County of  
Clackamas, do hereby certify that the instrument of  
writing was received for recording in the records of said  
county at

1989 JUL 19 AM 9:38



Witness my hand and seal affixed  
John F. Kauffman  
JOHN F. KAUFFMAN  
County Clerk

Recording Certificate  
CCP-R4 (rev. 12-87)

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Stewart Title  
C-137-89

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Stewart Title  
0-137-89

RECORDED BY STEWART TITLE AS AN  
ACCOMMODATION ONLY. NO LIABILITY IS  
ACCEPTED FOR THE CONDITION OF TITLE OR  
FOR THE VALIDITY, SUFFICIENCY, OR EFFECT  
OF THIS DOCUMENT.

BY-LAWS  
OF  
SOUTH SHORES ESTATES NEIGHBORHOOD ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is SOUTH SHORES ESTATES NEIGHBORHOOD ASSOCIATION, hereinafter referred to as the "Association." Meetings of members and directors may be held at such places within the State of Oregon, County of Clackamas, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to SOUTH SHORES ESTATES NEIGHBORHOOD ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Amended Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

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Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall refer to Shelter Development Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Amended Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clackamas County Recorder and all amendments thereto.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association. Each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, or as otherwise set by the Board of Directors, at such time and place as the Directors may determine. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following, which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fifth (1/5) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5 Proxies. At all meetings of members, each



member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association. Initial members to be:

Patricia McKinnon	Barbara Sue Seal	Beverly Miller
2662 Palisades Crest Dr.	Barbara Sue Seal Ppts.	16652 Woodsman Ct.
Lake Oswego, OR 97034	4200 SW Mercantile Dr.	Lake Oswego, OR 97034
	Lake Oswego, OR 97035	

Section 2. Term of Office. The term of the initial members of the Board of Directors shall be for one (1) year from the date of incorporation and until their successors in office have been duly elected and qualified. Thereafter, the term of the members of the Board of Directors shall be for two (2) years. At each annual meeting when the term of the Directors is expiring, the members shall elect directors to hold office for the next two years and until their successors have been elected and qualified to take office.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association.

However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Any member may nominate one or more candidates for election to the Board of Directors. The nomination may be made orally at the annual meeting or prior thereto by delivering to the secretary of the Association personally or by mail, postage prepaid, in writing the name of the person being nominated, which nomination shall be signed by the member.

Section 2. Election. Election to the Board of Directors shall be by secret ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The three (3) persons receiving the largest number of votes shall be elected to fill the available vacancies. Cumulative voting is not permitted. In the event of a tie for the last vacancy, the election for that position only shall be redone until there is only one winner for that position. Only

the persons who tied shall be eligible for election to that position.

#### ARTICLE VI

##### MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VII

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction

thereof;

(b) suspend the voting rights and the right to the use of the recreational facilities of a member for any period during which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days for the infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event that such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board

of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:

- (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and
- (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days

after the due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Area to be maintained.

#### ARTICLE VII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The offices of this Association shall be a president, who shall at all times be a member of the Board of Directors, a secretary, a treasurer, and such other officers as the Board may from time to time by

resolution create. Any two or more offices may be held by the same person.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors. Each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors, shall carry out or cause to be carried out orders and resolutions of the Board of Directors and shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes as may be authorized by the Board of Directors.

Secretary

(b) the secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(c) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual



budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

#### ARTICLE IX

##### COMMITTEES

The Board of Directors may appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X

##### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XI

##### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due

date, the assessment shall bear interest from the date of delinquency at the rate of 9 percent per annum, and the Association may bring action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property. Interest, costs and reasonable attorney's fees actually incurred shall be added to the amount of such assessment and to the lien provided for herein. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

#### ARTICLE XII

##### CORPORATE SEAL

The Association shall have a seal in circular form having within the circumference the name of this Association:

#### ARTICLE XIII

##### AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the members by a vote of the majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

#### ARTICLE XIV

##### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every

year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of Association, have hereunto set our hands this 11 day of JULY, 1989.

Robert G. McKeon  
Barbara Lee Seal  
Wendy C. Miller

\_\_\_\_\_  
\_\_\_\_\_

STATE OF OREGON )  
County of Clatsop ) SS:

Personally appeared the above named Barbara Lee Seal and acknowledged this instrument to be his voluntary act and deed. Subscribed and sworn to before me this 11 day of

July, 1989.

Judith B. Lamy  
JUDITH B. LAMY  
NOTARY PUBLIC - OREGON  
My Commission Expires 5-13-90

Judith B. Lamy  
Notary Public for Oregon  
My Commission Expires: 5-13-90

STATE OF OREGON )  
County of ) SS:

Personally appeared the above named PATRICIA G. McKEON and acknowledged this instrument to be his voluntary act and deed. Subscribed and sworn to before me this 11 day of

July, 1989.

Judith B. Lamy  
JUDITH B. LAMY  
NOTARY PUBLIC - OREGON  
My Commission Expires 5-13-90

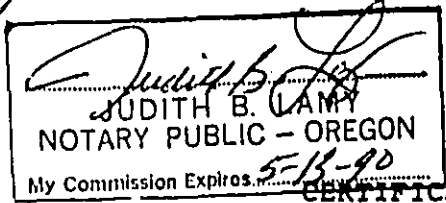
Judith B. Lamy  
Notary Public for Oregon  
My Commission Expires: 5-13-90

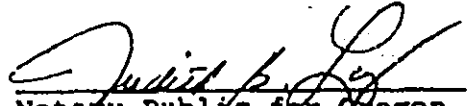
14 - BY-LAWS

14

STATE OF OREGON )  
County of Clackamas ) SS:

Personally appeared the above named BEVERLY C. MILLER  
and acknowledged this instrument to be his voluntary act and  
deed. Subscribed and sworn to before me this 11 day of  
July, 1989.

  
JUDITH B. LAMY  
NOTARY PUBLIC - OREGON  
My Commission Expires 5-13-90  
CERTIFICATION

  
Notary Public for Oregon  
My Commission Expires: 5-13-90

I, the undersigned, do hereby certify that I am the  
duly elected and acting secretary of the SOUTH SHORES ESTATES  
NEIGHBORHOOD ASSOCIATION, an Oregon corporation, and that the  
foregoing By-Laws constitute the original By-Laws of said  
Association, as duly adopted at a meeting of the Board of  
Directors thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_,  
1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name  
affixed the seal of said Association this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 1989.

\_\_\_\_\_  
Secretary


15

15 - BY-LAWS

STATE OF OREGON )  
County of Clackamas ) ss  
I, John F. Kauffman, County Clerk, for the County of  
Clackamas, do hereby certify that the instrument of  
writing was received for recording in the records of said  
county at

1989 JUL 19 AM 9:38



Witness my hand and seal affixed  
  
JOHN F. KAUFFMAN  
County Clerk  
Recording Certificate  
CCP-R4 (rev. 12/86)

89 30916

SURVEYORS CERTIFICATE

I, JOHN M. PETERSON, BEING FIRST DULY SWORN DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED, SUBDIVIDED AND PLATTED INTO LOTS AND STREETS THE LANDS SHOWN ON THE ANNEXED MAP OF "SOUTH SHORE ESTATES" CONTAINING 16.75 ACRES MORE OR LESS, THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, A 2" X 10" C.I.P. DRIVEN 6" BELOW THE SURFACE OF THE GROUND AT THE CORNER OF LOT 4 THIS PLAT, WHICH POINT BEARS BEARING 80°57'37" WEST 1449.59 FEET FROM A FOUND STONE IN MONUMENT BOX AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 1 EAST, W.M., CLATSOP COUNTY, OREGON AND THENCE THENCE, NORTH 88°07'32" EAST 421.96 FEET; THENCE SOUTH 88°28'32" EAST 20.00 FEET; THENCE NORTH 07°28'46" WEST 204.25 FEET; THENCE NORTH 78°41'19" WEST 245.12 FEET; THENCE NORTH 57°49'52" WEST 200.18 FEET; THENCE NORTH 40°51'36" EAST 202.00 FEET; THENCE NORTHERLY ALONG THE ARC OF A 42.29 FOOT RADIUS CURVE TO THE LEFT 64.08 FEET; THENCE NORTH 45°57'17" WEST 77.89 FEET; THENCE NORTHERLY ALONG THE ARC OF A 45.59 FOOT RADIUS CURVE TO THE RIGHT 44.90 FEET; THENCE NORTH 16°28'13" EAST 3.43 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH SHORE BLVD.; THENCE SOUTHEASTERLY ALONG THE ARC OF A 1322.50 FOOT RADIUS CURVE TO THE RIGHT 114.06 FEET (THE LONG CHORD OF WHICH BEARS SOUTH 76°43'25" WEST 114.03 FEET); THENCE SOUTH 68°22'37" EAST 652.10 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 994.92 FOOT RADIUS CURVE TO THE LEFT 181.19 FEET; THENCE NORTH 80°23'11" WEST 18.21 FEET; THENCE EASTERLY ALONG THE ARC OF A 984.93 FOOT RADIUS CURVE TO THE LEFT 181.19 FEET; THENCE NORTH 89°28'30" EAST 236.70 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GREENWICH ROAD; THENCE SOUTH 89°04'20" WEST ALONG SAID RIGHT-OF-WAY 77.59 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 145.27 FOOT RADIUS CURVE TO THE RIGHT 120.31 FEET; THENCE SOUTH 51°16'17" WEST 30.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1662.50 FOOT RADIUS CURVE TO THE LEFT 153.03 FEET; THENCE SOUTH 43°30'32" WEST 130.73 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1303.57 FOOT CURVE TO THE LEFT 50.91 FEET; THENCE SOUTH 89°14'03" WEST 60.12 FEET; THENCE SOUTH 00°12'59" EAST 73.80 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF GREEN SHAW ROAD; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1202.97 FOOT RADIUS CURVE TO THE LEFT 140.35 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1310.87 FOOT RADIUS CURVE TO THE RIGHT 99.75 FEET; THENCE NORTH 89°49'03" WEST 449.04 FEET TO THE POINT OF BEGINNING.

*John M. Peterson*

STATE OF OREGON )  
COUNTY OF CLATSOP ) 86

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1987

*Devin E. Reed* 2

*Devin E. Reed*

DECLARATION OF RESTRICTIONS  
on

SOUTH SHORE ESTATES

IN RESIDENTIAL ZONE R-10, CITY OF LAKE OSWEGO,  
CLACKAMAS COUNTY, OREGON

17

SHELTER DEVELOPMENT COMPANY, an Oregon corporation (hereinafter referred to as "Declarant"), acting on this 2nd day of September, 1986, hereby certifies and declares that the following reservations, conditions, covenants, agreements and restrictions shall be, and are hereby made a part of all conveyances of property within the Plat of SOUTH SHORE ESTATES as the same appears on the map and Plat recorded on the 17TH day of FEBRUARY, 1987, as Plat No. 2752, Instrument No. 87-6795, page 89, of Book 24, of the Plat Records of Clackamas County, Oregon, whether or not such conveyances make reference to this Declaration of Restrictions, and all terms of this Declaration of Restrictions shall be deemed a part of every conveyance of property within the Plat of SOUTH SHORE ESTATES as fully and to the same effect as if they were expressly set forth in the conveyance.

Subject

(1) Limitation of Use to Single-Family Residences. All property in the Plat shall be used solely for residential purposes, and no structure shall be erected, altered, placed or permitted to remain on any lot within the Plat other than one detached single-family dwelling, a private garage for not more than three cars, and such out-buildings as are permitted by the Neighborhood Committee, as hereinafter provided. All structures shall comply with ordinances of the City of Lake Oswego.

(2) Utilities Easements. An easement is hereby reserved over and across all lands situated within five (5) feet of the side and rear lines of each lot in the Plat for storm water drainage and the installation and maintenance of water, gas, sewer, telephone and electric lines and other services now or hereafter commonly supplied by utilities. The width of the easement along some lot lines is ten feet, fifteen feet, or twenty, as shown on the Plat.

(3) Design Approval. No building, fence, hedge, wall or other structure shall be erected, placed or altered on any property in the Plat until the external design and location of it has been approved in writing by the Neighborhood Committee as hereinafter provided. If, however, the Declarant or the Committee fails to approve or disapprove the design and location within twenty (20) days after plans have been submitted to it for approval, the required approval shall be deemed to have been given. Requests for approval shall be submitted in writing and accompanied by plans or drawings, and shall be submitted prior to commencement of any actual construction. No change or deviation shall be made in the construction of any improvement from the design and location approved by the Neighborhood Committee, unless the change or deviation is submitted for additional approval by the Neighborhood Committee.

(4) Building Setbacks. No building or structure of any kind or nature shall be located on any lot within the Plat within twenty (20) feet of the front lot line. The side yard shall be a minimum of five (5) feet and the sum of the two side yards shall be a minimum of fifteen (15) feet. On corner lots, the side yard shall be a minimum of twenty (20) feet on the side abutting a street. The rear yard shall be a minimum of twenty-five (25) feet, or any setback ordinance required by the City of Lake Oswego, which shall prevail in any event. The setbacks to be illustrated on the plat.

(5) Waiver of Minor Setback Violations. If it is discovered that a building or structure has been inadvertently located on a lot within the Plat in such a manner that a minor violation of Declaration of Restrictions has occurred, the violation or infringement may be waived by the Neighborhood Committee if the owner of the property also obtains an approval from the City of Lake Oswego. A "minor violation" for the purpose of this Section is a violation of not more than two (2) feet beyond the setback lines as described in Section (4) of this Declaration of Restrictions. This Section shall apply only to the original structures built on a lot, and shall not be applicable to any alterations or repairs to original structures.

(6) Sidewalks. The owners of certain lots, when a dwelling is constructed upon them, must also construct and thereafter maintain in good order and condition sidewalks as delineated on the Plat or as required by the City of Lake Oswego. The required sidewalks to be illustrated on the plat.

(7) Criteria for Buildings and Improvements. All buildings and improvements on any property within the Plat shall conform to the following criteria and requirements:

- (a) No dwelling shall be permitted if its ground floor area, exclusive of porches and garages, is less than two thousand (2000) square feet in the case of a one story structure, or less than fourteen hundred (1400) square feet in the case of a one and one-half, split-level or daylight basement structure, except that the main floor may be twelve hundred (1200) square feet where the total combined finished living area is not less than two thousand four hundred (2400) square feet. All dwellings shall be of double wall construction.
- (b) Garages shall conform generally in architectural design and exterior materials and finish to the dwelling to which they are appurtenant.
- (c) Trailers, campers, pick-up coaches, tents, or boats must be stored completely within a fully-screened structure.
- (d) All roofing material shall be specified within the design plans submitted for approval to the Neighborhood Committee. Cedar shingles, shakes and earth-tone tile roofs are acceptable.
- (e) No outdoor overhead wire or service drop for the distribution of electric power or for telecommunication purposes, pole, tower, or other structure supporting outdoor overhead wires, shall be erected, placed or maintained.

- (f) All outside television and radio aerials, satellite, cable television dishes, and antennas are prohibited without express written approval of the Neighborhood Committee.
- (g) The location of a swimming pool on any property must be approved in writing by the Neighborhood Committee. Adequate safety fencing must be installed around swimming pools and be properly maintained.
- (h) In order to preserve the unusual view to the maximum advantage of all owners of property within the Plat, the Neighborhood Committee may impose height restrictions on buildings or other improvements on some lots where necessary to accomplish this goal.
- (i) All homes to have front yard areas landscaped within one hundred twenty (120) days from the posting of the completion notice or occupancy of the home, whichever occurs first. This applies to both custom built and/or speculative homes.
- (j) Completion of construction improvement (house/garage) shall be completed not later than six (6) months from commencement of construction. (Commencement of construction shall be defined as the pouring of foundation footings.)

(8) Offensive Uses Prohibited. No property within the Plat shall be used for any noxious or offensive trade or activity nor in any manner constituting an annoyance or nuisance to the neighborhood.

(9) Temporary Dwellings. No trailer, basement, tent, shack, garage, barn or other outbuilding erected within the Plat shall at any time be used as a residence temporarily or permanently, nor shall any house be occupied until all of the main floor and exterior thereof is completed.

(10) Advertising Signs. No advertising signs except "For Sale" and "For Rent" signs not exceeding 20 x 26 inches relating to the property being advertised for sale or rent, shall be erected on any property within the Plat.

(11) Failure to Complete Construction. There shall be no continuous cessation of substantial construction work on a partially completed building or other structure for more than thirty (30) days. The Neighborhood Committee, after proper notice and opportunity for hearing, may impose a penalty for violation of this Section of \$25 for each day of continuing violation, any such penalty funds to be used for enforcement of the terms of this Declaration of Restrictions. The penalty authorized in this Section shall not limit the availability of any other relief provided by law for the violation.

(12) Maintenance. No branches, construction debris, weeds, rubbish or garbage or dumps shall be permitted on any property within the Plat. Boundary fences, walls or hedges must be kept in good condition and repair. Lawns must be cut sufficiently that they do not become an eyesore and detrimental to the values of other property.

(13) Animals. No animals except common family pets may be kept on any property within the Plat. Common family pets may not be kept upon any property if they create disturbances or become a nuisance to the neighborhood.



(14) Neighborhood Committee. A Neighborhood Committee with the powers and authority described in Section (15) of this Declaration of Restrictions is hereby created. The Committee shall have three members. The Declarant shall appoint the members of the Committee until one hundred percent (100%) of the lots within the Plat have been sold by Declarant, after which the members of the Committee shall be elected by the owners of lots within the Plat. A contract purchaser shall be deemed an owner for purposes of this Section. The owner or owners of each lot within the Plat, as shown in the Deed Records of Clackamas County, Oregon, shall be entitled to cast one vote for the election of each member of the Committee. Candidates receiving a majority of the votes cast shall be elected as members of the Committee, and shall serve a two-year term and until their successors are qualified.

Declarant appoints as the first members of the Neighborhood Committee: Jack M. Crossley, Jack E. McKinnon and Adelle Jenike.

(15) Powers of the Neighborhood Committee. The Neighborhood Committee has the following powers and authority, but the delegation to or exercise of any such powers by the Committee shall not be deemed to prevent any owner of property within the Plat from enforcing any term of this Declaration of Restrictions by any means provided by law:

FIRST: To approve or to disapprove the design or location of all buildings and improvements situated on the property within the Plat, giving due regard to existing topography and proposed finished ground elevations.

SECOND: To perform such other duties for the benefit of the several owners of lots in the Plat as may be authorized from time to time by vote of the said lot owners.

THIRD: To adopt regulations governing the performance of its duties as set forth herein. Such regulations may govern the calling and holding of meetings, the elections of successors to the original Committee, the method of giving notice of meetings and any and all other procedural matters relating to the business of the Committee and/or its relations with the owners of the tract.

FOURTH: The Committee shall require plans and specifications for any proposed building or buildings coming under its jurisdiction, together with plot plan showing the location of said building or buildings and any other pertinent data necessary to its determination. Requests for approval shall be accompanied by the necessary data.

FIFTH: Where the Neighborhood Committee finds that extraordinary hardship may result from strict compliance with these restrictions, it may vary the restrictions so that substantial justice may be done and the interest of the neighborhood secured; provided that no such variation shall be contrary to the requirements of the Zoning Ordinances of the City of Lake Oswego or any variance granted by the City of Lake Oswego. Case #03-86-01-364.

SIXTH. To enforce all terms and provisions of this Declaration of Restrictions by any method herein provided or in any manner provided by law, and to exercise all other powers and authority granted by any Section of this Declaration of Restrictions.

(16) Enforcement. The terms and provisions of this Declaration of Restrictions may be enforced by Declarant, the Neighborhood Committee, or by any owner of property within the Plat. Any expense incurred by the Declarant or the Neighborhood Committee in enforcing the provisions of this Declaration of Restrictions may be recovered against the party found to be in violation.

(17) Conflict. In case of any conflict between any term or provision of this Declaration of Restrictions and any term or provision of any applicable statute of the State of Oregon or ordinance of the County of Clackamas, City of Lake Oswego or any other governmental body having jurisdiction, then the terms of the statute, ordinance or regulation of the State of Oregon or any such governmental body shall prevail. Case #03-86-01-364.

IN WITNESS WHEREUNTO, the Declarant has executed this Declaration of Restrictions on the date first above mentioned.

SHELTER DEVELOPMENT COMPANY, Declarant

By: Jack M. Crossley  
Jack M. Crossley  
Title: President



STATE OF OREGON )  
County of Clackamas ) ss.

BE IT REMEMBERED that on this 2nd day of September, 1986, before me appeared Jack M. Crossley, to me personally known, was being sworn, did say that he is the President of Shelter Development Company, the within named Declarant, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Corporation.

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



Zona W. Ruhl  
Notary Public for Oregon

My commission expires: April 3, 1988

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DECLARATION OF RESTRICTIONS  
SOUTH SHORE ESTATES

STATE OF OREGON  
County of Clackamas

I, John F. Kaufman, County Clerk, for the County of Clackamas, do hereby certify that the instrument of writing was received for recording in the records of said county at



Witness my hand and seal affixed  
John F. Kaufman  
JOHN F. KAUFMAN  
County Clerk  
Recording Certificate  
CO-14 (Rev. 12-82) 87 06796