

After Recording Return To:

TIMOTHY LANDIS, P.C.
One S.W. Columbia Street, Suite 1100
Portland, OR 97258

**RESTATEMENT OF DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS and RESTRICTIONS and EASEMENTS
FOR
MEADOWBROOK PLANNED COMMUNITY
CITY OF ST. HELENS, COLUMBIA COUNTY OREGON**

**THIS DOCUMENT REPLACES AND SUPERCEDES THAT CERTAIN
DECLARATION RECORDED MAY 7, 1996 AS INSTRUMENT NO. 04668**

THIS RESTATED DECLARATION made this November, 2004 by MEADOWBROOK
HOMEOWNERS ASSOCIATION, INC. ("Declarant").

RECITALS

- A. D-CAV Investments, Inc. (the "Prior Declarant") has recorded the plat of "Meadowbrook Planned Community" in the records of Columbia County, Oregon, the real property of which is described on Exhibit "A" (the "Property"); and
- B. The Declaration of Restrictive Covenants Conditions and Restrictions and Easements dated April 16, 1996 was recorded on May 7, 1996 as instrument number 04668 in the records of Columbia County, Oregon (the "Prior CCRs") by the Prior Declarant; and
- C. Pursuant to Article 6 of the Prior CCRs, the Prior Declarant organized an association of all Owners within the Meadowbrook Planned Community, namely the Meadowbrook Homeowners Association, Inc., an Oregon nonprofit corporation, who is the Declarant herein; and

- D. In accordance with the Prior CCRs, the governing instruments of the Meadowbrook Homeowners Association, Inc., and ORS 100.210, a turnover meeting was duly called and held on January 20, 2003, and thereby the administrative responsibilities of the Meadowbrook Planned Community and the Meadowbrook Homeowners Association, Inc. were turned over from the Prior Declarant to the Owners; and
- E. Pursuant to Article 6 of the Prior CCRs, Class II voting rights held by the Prior Declarant have been terminated since certain conditions as stated therein have occurred or otherwise been satisfied; and
- F. At a duly called meeting of the Owners held November 15, 2004, with proper notice, the Owners approved the terms and contents contained in this Restated Declaration, which represents a replacement of the Prior CCRs.

NOW, THEREFORE, the Declarant declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Oregon Planned Community Act, ORS 94.550 et seq., and to the covenants, restrictions, easements, charges and liens hereinafter set forth in this Restated Declaration.

ARTICLE 1 DEFINITIONS

1.1 "Restated Articles" shall mean the Restated Nonprofit Articles of Incorporation of Meadowbrook Homeowners Association, Inc., as filed with the Oregon Corporation Commissioner.

1.2 "Association" shall mean and refer to Meadowbrook Homeowners Association, Inc., its successors and assigns.

1.3 "Restated Bylaws" shall mean and refer to the Restated Bylaws of Meadowbrook Homeowners Association, Inc.

1.4 "Common Property" shall mean and refer to that area of land shown on the recorded plat of the Property, including any improvements thereon, which are intended to be devoted to the common use and enjoyment of the Owners and which land has been conveyed to the Association.

1.5 "Declarant" shall mean and refer to the Association, its successors or assigns, or any successor or assign to all remainder of his or her interest in the development of the Property.

1.6 "Improvement" shall mean and refer to any structure or improvement of any kind, including but not limited to a fence, wall, driveway, swimming pool, storage shelter, landscaping or other product of construction efforts on or in respect to the Property.

1.7 "Living Unit" or "Unit" shall mean and refer to any portion of a structure situated upon the Property designed and intended for use and occupancy as a residence by a single family.

1.8 "Lot" shall mean and refer to each and any lot which may be subsequently annexed to the Association, together with any other lots that may be designed as lots intended for residential use on any supplemental declaration and plat submitting additional property to the terms of this Restated Declaration. Provided, however, that "Lot" shall not include any lot depicted on any plat of the Property which is designated for use as Common Property.

1.9 "Occupant" shall mean and refer to the occupant of a Living Unit who shall be either the owner, lessee or any other person authorized by the owner to occupy the premises.

1.10 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.

1.11 "Prior Declarant" shall mean and refer to D-CAV Investments, Inc.

1.12 "Property" shall mean and refer to all real property subject to this Restated Declaration, including Phase I, II, III and IV of the Meadowbrook Planned Community, as more particularly set forth on Exhibit "A" hereto attached, together with such additional Lots and Common Property as may, from time to time, be annexed to the Association.

1.13 "Restated Declaration" shall mean the covenants, restrictions, and all other provisions set forth in this Restatement of Declaration of Protective Covenants, Conditions and Restrictions and Easements for Meadowbrook Planned Community.

1.14 "Rules and Regulations" shall mean and refer to the documents containing rules and regulations and policies adopted by the Board of Directors of the Association or the Architectural Review Board as may be from time to time amended. When amended, such amendments shall be mailed within 5 business days to all homeowners.

ARTICLE 2

PROPERTY SUBJECT TO THIS RESTATED DECLARATION

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Restated Declaration is located in St. Helens, Columbia County, Oregon and consists of Phase I, II, III and IV of the Meadowbrook Planned Community which is included within the legal description in Exhibit "A," together with any property which may be subsequently annexed to the Association.

The Association may from time to time and in its sole discretion permit annexation or withdrawal of property to the Property. Such annexation or withdrawal shall be subject to this

Restated Declaration, in accordance with and pursuant to the ordinances of the City of St. Helens, Oregon and the Oregon Planned Community Act.

ARTICLE 3 ASSOCIATION

3.1 Members. Each Owner shall be a mandatory member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot automatically transfers membership in the Association. Occupants and Owners shall be governed and controlled by this Restated Declaration, the Restated Articles, Restated Bylaws, and rules and regulations of the Association as may from time to time be adopted by the Association's Board of Directors, including any amendments thereof.

3.2 Proxy. Each Owner may cast his or her vote by absentee ballot or pursuant to a proxy executed by the Owner. An Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one (1) year after its date, unless the proxy specifies a shorter term.

3.3 Voting Rights. The Association shall have one (1) class of voting. An Owner shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which owners are entitled to vote, and the total number of votes shall be equal to the total number of Lots. When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed. Fractionalized or split votes shall be disregarded, except for purposes of determining a quorum. The total number of votes shall be equal to the total number of Lots annexed to the Property and subjected to this Restated Declaration.

3.4 Procedure. All meetings of the Association, the Board of Directors, the Architectural Review Board, and Association committees shall be conducted in accordance with such rules of order as may from time to time be adopted by the Board of Directors. A tie vote does not constitute a majority or approval of any motion or resolution.

3.5 General Powers and Obligations. The Association shall have, exercise and perform all of the following powers, duties and obligations:

(a) The powers, duties and obligations granted to the Association by this Restated Declaration.

(b) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Oregon.

(c) The powers, duties and obligations of a homeowners association pursuant to the Oregon Planned Community Act.

(d) Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Restated Declaration or otherwise promoting the general benefit of the Owners within the Property.

3.6 Specific Powers and Duties. The powers and duties of the Association shall include, without limitation, the following:

3.6.1 Maintenance and Service. The Association shall provide maintenance and services for the Property as provided in Article 8 and other provisions of this Restated Declaration.

3.6.2 Insurance. The Association shall obtain and maintain in force policies of insurance as provided in this Restated Declaration or the Restated Bylaws.

3.6.3 Assessments. The Association shall adopt budgets and impose and collect Assessments as provided in Article 9 of this Restated Declaration.

3.6.4 Enforcement. The Association shall perform such acts, whether or not expressly authorized by this Restated Declaration, as may be reasonably necessary to enforce the provisions of this Restated Declaration, including, without limitation, enforcement of the decisions of the Architectural Review Board.

3.6.5 Employment of Agents, Advisors and Contractors. The Association, through its Board of Directors, may employ the services of any person or corporation as managers, hire employees to manage, conduct and perform the business, obligations and duties of the Association, employ professional counsel and obtain advise from such persons or firms or corporations such as, but not limited to, landscape architects, architects, planners, lawyers and accountants, and contract for or otherwise provide for all services necessary or convenient for the management, maintenance and operation of the Property.

3.6.6 Transfer, Dedicate and Encumber Common Property. Except as otherwise provided in Article 7, the Association may sell, transfer or encumber all or any portion of the Common Property to a person, firm or entity, whether public or private, and dedicate or transfer all or any portion of the Common Property to any public agency, authority or utility for public purposes.

3.7 Liability. A member of the Board of Directors or an officer of the Association shall not be liable to the Association or any member thereof for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his/her duties, except for acts of gross negligence or intentional acts. In the event any member of the Board of Directors or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

ARTICLE 4

ARCHITECTURAL REVIEW

4.1 Architectural Review. No Improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, material, colors and proposed location of the Improvement have been submitted to and approved in writing by the applicable Architectural Review Board. It is the intent and purpose of this Restated Declaration to assure quality of workmanship and materials and to assure harmony of external design with the existing Improvements and as to location with respect to topography and finish grade elevations and compliance with the setback requirements contained in the conditions of approval of the City of St. Helens. The building plans to be submitted shall consist of one complete set of plans and specifications in the usual form showing insofar as appropriate, (i) the size and dimensions of the Improvements, (ii) the exterior design, (iii) approximate exterior color scheme, (iv) location of Improvements on the Lot, including setbacks, driveway and parking areas, and (v) location of existing trees to be removed. These plans and specifications shall be left with the Architectural Review Board until sixty (60) days after notice of completion has been received by the Architectural Review Board. This is for the purpose of determining whether, after inspection by the Architectural Review Board, the Improvement complies substantially with the plans and specifications submitted and approved. The Architectural Review Board is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or any other governmental regulations, all of which are the responsibility of the applicant. The Architectural Review Board may charge a reasonable fee to cover the cost of processing the application. In all cases in which the Architectural Review Board consent is required by this Restated Declaration, the provisions of this Article shall apply.

4.2 Architectural Review Board Discretion. The Architectural Review Board (and any committee delegated by it) may, at its sole discretion, withhold consent to any proposed work if it finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the Architectural Review Board intends for the applicable portion of the Property. Consideration such as siting, shape, size, color, design, materials, height, solar access, screening, impairment of the view from other Lots, or other effect on the enjoyment of other Lots or the Common Areas, disturbance of existing terrain and vegetation and any other factors which the Architectural Review Board reasonably believes to be relevant, may be taken into account by it in determining whether or not to consent to any proposed work. Regulations on television antennas and satellite receiving dishes shall be in conformance with any applicable Federal Communications Commission rules. The specific requirements for review and approval as discussed in this Article may be set forth in design guidelines adopted from time to time by the Architectural Review Board.

4.3 Procedure. An Owner wishing to take any action requiring approval under this Article shall give notice of such proposed action to the Architectural Review Board, together with complete plans and specifications therefor. The Architectural Review Board shall meet to review the Owner's request within thirty (30) days of receipt and shall render a decision by the vote of a majority of Board Members present within forty-five (45) days of receipt. Interested

Owners shall have an opportunity to comment on the request at all such meetings, which shall be open to all Owners. If the Architectural Review Board fails to render a written decision within the time allowed, the request shall be deemed to be approved.

4.4 Appeal. The decision of the Architectural Review Board under this Article (including any failure to approve or disapprove within the time allowed) shall be subject to appeal by any Interested Owner as set forth in this Article. Upon the payment of a reasonable fee established by the Architectural Review Board to cover administrative costs not to exceed Two Hundred Fifty Dollars (\$250), any interested Owner may appeal the decision of the Architectural Review Board to the Association members. The appeal shall be made in writing and shall be filed with the Secretary of the Association within thirty (30) days of the decision of the Architectural Review Board. The Board of Directors shall call a special or ballot meeting to be held after ten (10) days notice and within thirty (30) days after the appeal has been filed with the Secretary of the Association. It shall require a vote of at least a majority of the votes of each Class of Association members to reverse or modify the decision of the Architectural Review Board.

4.5 Nonwaiver. Consent by the Architectural Review 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.

4.6 Exemptions. The following actions by the following persons shall be exempt from the provisions of this Article: The planting of any shrubs, flowers or other plants (excepting trees) by any Owner within an enclosed yard or fenced area on such Owner's Lot.

4.7 Composition. The Board of Directors shall serve also as an Architectural Review Board. A quorum for the Architectural Review Board action shall be a majority of its members.

4.8 Delegation. The Board of Directors may delegate the duties of the Architectural Review Board to a committee appointed by the Board composed of not less than three (3) Owners.

4.9 Liability. Neither the Architectural Review Board or any committee delegated as provided in paragraph 4.8, nor any member thereof 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, and the Association shall indemnify such members provided only that the member has, in accordance with the actual knowledge possessed by him/her, acted in good faith.

4.10 Effective Period of Consent. An architectural Review Board's consent to any proposed work shall automatically be revoked one year after the issuance unless construction of the work has been substantially commenced in the judgment of the Architectural Review Board and thereafter diligently pursued, unless the Owner has applied for and received an extension of time from the Architectural Review Board.

4.11 Estoppel Certificate. Within fifteen (15) working days after written request is delivered to the applicable Architectural Review Board by any Owner, and upon payment to the Architectural Review Board of a reasonable fee fixed by the Architectural Review Board to cover costs, the Architectural Review Board shall provide such Owner with an estoppel certificate executed by a member of the Architectural Review Board and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof, either: (a) all Improvements made or done upon or within such Lot by the Owner comply with this Restated Declaration, or (b) such Improvements do not so comply, in which event the certificate shall also identify the non-complying Improvements and set forth with particularity the nature of such noncompliance. Any purchaser from the Owner, and any mortgagee or other encumbrancer, shall be entitled to rely on such certificate with respect to the matters set forth therein.

ARTICLE 5 GENERAL USE RESTRICTIONS

5.1 Governmental Restrictions. All uses, occupancy, construction and other activities conducted on any Lot shall conform with and be subject to applicable zoning, use restrictions, setback requirements, construction and building codes of all local, state and federal public authorities.

5.2 Use. All Lots and Living Units shall be used for residential purposes only. No commercial, retail or industrial use shall be allowed on any Lot or in any Living Unit. Provided however, subject to compliance with applicable laws and any rules or regulations of the Association, an owner may rent his or her Living Unit on a nightly, monthly or other basis, even though such rental activity is considered a commercial use.

5.3 Maintenance of Structures and Grounds. Each Owner shall maintain the Owner's Lot and Improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire or other hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks, lights and fences and other exterior improvements and glass surfaces. All repainting or re-staining and exterior remodeling shall be subject to prior review and approval by the applicable Architectural Review Board. In addition, each Owner shall keep all shrubs, trees, grass and plantings of every kind on the Owner's Lot (other than Common Property) neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time.

5.4 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept or permitted within any Lot other than a reasonable number of household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of their respective owners. No animal shall be permitted to roam unattended, and all dogs shall be kept on a leash while outside a Lot or within the Common Property. An Owner or Occupant may be required to remove a pet upon receipt of the third written notice from the

Association Board of Directors of violations of any rule, regulation or restrictions governing pets within the Property.

5.5 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on upon the Property, nor shall anything be done or placed on the Property which interferes with or jeopardizes the enjoyment of the Property, or which is a source of annoyance to Owners or Occupants. No unlawful use shall be made of the Property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed.

5.6 Signs. No signs shall be erected or maintained on any Lot except that not more than one (1) "For Sale" or "For Rent" sign placed by the Owner or by a licensed real estate agent, not exceeding twenty-four (24) inches wide and thirty-six (36) inches long, may be temporarily displayed on any Lot, except that two such signs may be placed on a Lot during the course of initial construction of a Living Unit on such Lot. The restrictions contained in this paragraph shall not prohibit the temporary placement of "political" signs on any Lot by the Owner, subject to reasonable regulations as may from time to time be adopted by the applicable Architectural Review Board that may relate to, among other things, size and length of display.

5.7 Rubbish and Trash. No part of the Property shall be used as a dumping ground for trash or rubbish of any kind. Yard raking, dirt and other material resulting from landscaping work shall not be dumped onto Lots, streets or Common Property. Should any Owner or Occupant responsible fail to remove any trash, rubbish, garbage, yard rakings or any such materials from any streets or the Property where deposited by such person within fifteen (15) days following the date on which notice is mailed to the Owner or Occupant by the Board of Directors of the Association, the Association may have such materials removed and charge the expense of such removal to the Owner.

5.8 Vehicles. No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked on the Owner's Lot unless screened from view, on the Common Area for a period in excess of forty-eight (48) hours. A vehicle shall be deemed in an "extreme state of disrepair" when the Board of Directors reasonably determines that its presence offends the occupants of the area due to its appearance or continued inoperability. Should any Owner fail to remove such vehicle within fifteen (15) days following the date on which notice is mailed to him/her by the Association, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner.

5.9 Parking. Boats, trailers, motorcycles, mobile homes, campers or other recreational vehicles or equipment, regardless of weight, and any other vehicles with a gross vehicle weight in excess of 9,000 pounds shall not be allowed to be parked overnight on public streets, excepting only within areas designated for such purposes by the Board of Directors of the Association or within the confines of an enclosed garage or screened area, the plans of which shall have been reviewed and approved by the applicable Architectural Review Board prior to construction, and which must be constructed behind the front building line of the Living Unit. No portion of the vehicle may project beyond the screened area. Vehicles may not be used for

storage of materials for more than forty-eight (48) hours without approval from the Architectural Review Board.

5.10 Service Facilities. Service facilities (garbage, fuel tanks, clotheslines, etc.) shall be screened such that the elements screened are not visible at any time from the street, except for pickup day. Exceptions to this are yard debris containers, air conditioning and heat pumps.

5.11 Antennas and Satellite Dishes. Exterior antennas, satellite receiver and transmission dishes and other communication devices shall not be permitted to be placed upon any Lot except in accordance with rules established by the applicable Architectural Review Committee in accordance with Article 4.

5.12 Underground Utilities. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, antennae, satellite receiving dish, tower or other structure for independent reception, transmission or support of any of the above shall be erected, placed or maintained within the Property.

5.13 Exterior Lighting or Noisemaking Devices. Except with the consent of the applicable Architectural Review Board, no exterior lighting or noisemaking devices shall be installed or maintained on any Lot, other than as originally installed by the builder of the Living Unit and security and fire alarms.

5.14 Pest Control. No Owner shall permit any thing or condition to exist upon any portion of the Property which shall induce, breed or harbor infectious plants or animal diseases or noxious insects or vermin.

5.15 Grade, Slopes and Drainage. Each Owner of a Lot shall accept the burden of, and shall not in any manner alter, modify or interfere with, the established drainage pattern and grades, slopes and courses related thereto over any Lot or Common Property without the express written permission of the applicable Architectural Review Board, and then only to the extent and in the manner specifically approved. No structure, planting or other materials shall be placed or permitted to remain in or within any grades, slopes, or courses, nor shall any other activities be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow, or obstruct or retard the flow or water through drainage channels.

5.16 Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently, except during the period of initial construction of a Living Unit on a Lot.

5.17 Fences and Hedges. No fences or boundary hedges shall be installed without prior approval of the applicable Architectural Review Board.

5.18 Landscaping. All landscaping shall be completed within six (6) months from the date of occupancy of the Living Unit constructed thereon. In the event of undue hardship due to

weather conditions, this provision may be extended for a reasonable length of time upon written approval of the applicable Architectural Review Board.

ARTICLE 6 PROPERTY RIGHTS IN LOTS

6.1 Use and Occupancy. The Owner of a Lot in the Property shall be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in this Restated Declaration, but the Lot shall be bound by and each Owner shall comply with Article 5 and all other provisions of this Restated Declaration.

6.2 Easements Reserved. In addition to any utility and drainage easements shown on any recorded plat or in the records of Columbia County, the Declarant hereby reserves the following easements for the benefit of the Association:

6.2.1 Adjacent Common Property. The Owner of any Lot which blends together visually with any Common Property shall, if the Association elects from time to time to so require, permit the Association to enter upon the Lot to perform the maintenance of such Common Property.

6.2.2 Right of Entry. The applicable Architectural Review Board and any representative of the Association authorized by it may at any reasonable time enter upon any Lot for the purpose of determining whether or not the use and/or improvements of such Lot are then in compliance with this Restated Declaration. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.

ARTICLE 7 PROPERTY RIGHTS IN COMMON PROPERTY

7.1 Owners' Easement of Enjoyment. Subject to the provisions of this Restated Declaration, every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Property, which shall be appurtenant to and shall pass with the title to every Lot.

7.2 Extent of Owners' Easements. The Owners' easements of enjoyment created hereby shall be subject to the following:

7.2.1 Rules and Fees. The right of the Association to establish reasonable rules and to charge reasonable assessments and fees for capital expenditures on the Common Property and the maintenance and upkeep of the Common Property and payment of all Association expenses.

7.2.2 Suspension of Owner's Right. The right of the Association to suspend the right of an Owner or any occupant of a Lot to use the Common Property and facilities for any period during which any assessment against such Owner or occupant's Lot remains unpaid for more than thirty (30) days after notice of such nonpayment; the right of the Association to

suspend the right of a owner to use any Common Property for a period not to exceed sixty (60) days for any other infraction of these Restated Declaration. Provided, however, that no such suspension shall deprive an Owner of access to his or her Lot.

7.2.3 Sale of Common Property. As provided by ORS 94.665, the right of the Association to sell, dedicate or transfer any portion of the Common Property or to create a security interest therein. Except as to the grant of easements for utilities and similar or related purposes, no such sale, dedication or transfer shall be effective unless approved by seventy-five percent (75%) of the votes held by Owners.

7.3 Declaration of Use. Any Owner may delegate his or her right of enjoyment to the Common Property and facilities to the members of the Owner's family and to a reasonable number of guests subject to this Restated Declaration and/or general regulations as may be established from time to time by the Association.

7.4 Damage or Destruction of Common Property by Owner. In the event any Common Property is damaged or destroyed by an Owner or any of his or her guests, tenants, licensees, agents or members of his or her family in a manner that would subject such Owner to liability for such damage under Oregon law, such Owner does hereby authorize the Association to repair such damage; the Association shall repair damage in a good and workmanlike manner as originally constituted or as the area may be modified or altered subsequently by the Association in the discretion of the Association. The reasonable cost necessary for such repairs shall become a special assessment upon the Lot of the Owner who caused or is otherwise responsible for such damage.

ARTICLE 8 MAINTENANCE, UTILITIES AND SERVICE

8.1 Maintenance of Common Property. Subject to the rights of Owners set forth in this Restated Declaration, the Association shall be responsible for the exclusive management and control of the Common Property, including, but not limited to, landscaping, irrigation, walks, private roads, entrance gates, fences, walls, signs, parking areas, walkways, and trails, unless the maintenance thereof is assumed by a public body. Such areas shall be maintained in an attractive condition and in good and workmanlike manner such as to carry out the purpose for which such areas are intended.

8.2 Maintenance of Utilities. The Association shall perform or contract to perform maintenance of all public utilities within Common Property, such as sanitary sewer service lines, domestic water service lines and storm drainage lines, except to the extent such maintenance is performed by the utilities furnishing such service. The Association shall not be liable for any interruption or failure of such service. Each Owner shall be responsible for maintaining utility lines within his/her Lot.

8.3 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might

be. The Association shall in no way be considered insurers or guarantors of security within the Property, nor shall it be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended.

8.4 Services. The Association shall provide or contract for such services as the Board may reasonably deem to be of benefit to the Property, including without limitation, landscape services, and garbage and trash removal for Common Property.

8.5 Owner's Responsibility. Except as otherwise provided in this Restated Declaration or by written agreement with the Association, all maintenance of the Lots and Improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a neat and attractive condition in accordance with the community-wide standard of the Meadowbrook development. The Association shall, in the discretion of the Board of Directors, assume the maintenance responsibilities of such Owner if, in the opinion of the Board of Directors, the level and quality of maintenance being provided by such Owner does not satisfy such standards. Before assuming the maintenance responsibilities, the Board of Directors shall notify the Owner in writing of its intention to do so, and if such Owner has not commenced and diligently pursued remedial action within fifteen (15) days after mailing of such written notice, then the Association shall proceed. The expense of such maintenance by the Association shall be reimbursed to the Association by the Owner, together with interest as provided in Article 10.

ARTICLE 9 ASSESSMENTS

9.1 Purpose of Assessments. The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property, and for the improvement and maintenance of such Property. Neither the Association, nor any assessments of the Owners shall be used to engage in lobbying or to exert political influence.

9.2 Types of Assessments. The Association may levy Annual Assessments, Special Assessments, Emergency Assessments, and Individual Assessments, all as more particularly described below.

9.3 Annual Assessments. The Board of Directors of the Association shall from time to time and at least annually prepare an operating budget for the Association, taking into account the current costs of maintenance and service and future needs of the Association, any previous over-assessment and any common profits of the Association. The budget shall provide for such reserve or contingency funds as the Board deems necessary or as may be required by law. Within thirty (30) days after adopting the annual budget, the Board of Directors shall provide a summary of the budget to all Owners. If the Board of Directors fails to adopt an annual budget, the last

adopted budget shall continue in effect. The manner and billing and collection of Assessments shall be as provided in the Restated Bylaws.

Notwithstanding any other provisions of this Article 9, the Annual Assessments of the Association may not be increased by more than twenty percent (20%) in any one fiscal year without approval of a majority of the Owners at a meeting at which a quorum exists, or a majority of the votes of all Owners, if the vote is taken by written ballot.

9.4 Special Assessments. In addition to the Annual Assessment authorized above, the Board of Directors may levy during any fiscal year a Special Assessment applicable to that year only, for the purpose of deferring all or any part of the cost of any unexpected maintenance, repair or any other one-time expenditure not to be paid for out of Annual Assessments. Special Assessments which in the aggregate in any fiscal year exceed an amount equal to fifteen percent (15%) of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved by a majority vote of the Owners at a duly called meeting at which a quorum exists.

9.5 Emergency Assessments. If the Annual Assessments levied at any time are, or will become, inadequate to meet all expenses incurred under this Restated Declaration for any reason, including nonpayment of any Owner's Assessment on a current basis, the Board of Directors of the Association shall immediately determine the approximate amount of such inadequacy and issue a supplemental budget, noting the reason therefor, and levy an Emergency Assessment for the amount required to meet all such expenses on a current basis. Any Emergency Assessment which in the aggregate in any fiscal year would exceed an amount equal to five percent (5%) of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved by not less than a majority vote of the Owners at a duly called meeting at which a quorum exists.

9.6 Individual Assessments. Any common expense or any part of a common expense benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefiting. Individual Assessments shall also include default assessments levied against any Lot to reimburse the Association for costs incurred in bringing such Lot or its Owner into compliance with the provisions of this Restated Declaration and for fines or other charges imposed pursuant to this Restated Declaration for violation thereof. Unless otherwise provided by the Board of Directors, Individual Assessments shall be due thirty (30) days after the Board of Directors has given written notice thereof to the Owners subject to the Individual Assessments.

9.7 Annexation. When additional property is annexed to the Property, the Lots included therein shall become subject to Assessments from the date of such annexation. The Board of Directors of the Association, at its option, may elect to recompute the budget based upon the additional Lots subject to assessment.

9.8 Operations Funds. The Association shall keep all funds received by it as Assessments in a bank account in the name of the Association.

ARTICLE 10 ENFORCEMENT

10.1 Violation of General Protective Covenants. In the event any Owner constructs or permits to be constructed on his/her Lot an Improvement contrary to the provisions of this Restated Declaration, or shall violate any provisions of this Restated Declaration or the Restated Bylaws, then the Association acting through its Board of Directors shall notify the Owners in writing of any such specific violations. If the Owner is unable, unwilling or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Restated Declaration, after notice and opportunity to be heard and within fifteen (15) days of written notice to the Owner, then the Association acting through its Board of Directors, shall have the right to do any or all of the following:

10.1.1 Assess reasonable fines against such Owner in the manner and amount the Board deems appropriate in relation to the violation;

10.1.2 Enter the offending Lot and remove the cause of such violation, or alter, repair or change the item which is in violation in such manner as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done;

10.1.3 Cause any vehicle parked in violation of this Restated Declaration to be towed and impounded at the Owner's expense;

10.1.4 Suspend the voting rights, any utility services paid for out of Assessments and the right to use the Common Property for the period of time that the violations remain unabated, provided that the Association shall not deprive any Owner of access to and from his/her Living Unit; and

10.1.5 Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Restated Declaration.

10.2 Default in Payment of Assessments; Enforcement of Lien. If an Assessment or other charge levied under this Restated Declaration is not paid within thirty (30) days of its due date, such Assessment or charge shall become delinquent and shall bear interest from the due date at the rate set forth in this Article 10. In such event the Association may exercise any or all of the following remedies:

10.2.1 The Association may suspend such Owner's voting rights, any utility services paid for out of Assessments and right to use Common Property until such amounts, plus other charges, are paid in full and may declare all remaining periodic installments of any Annual Assessment immediately due and payable. In no event, however, shall the Association deprive any Owner of access to and from his Lot.

10.2.2 The Association shall have a lien in accordance with ORS 94.709 against each Lot for any Assessment levied against the Lot, including any fines or other charges imposed under this Restated Declaration or the Restated Bylaws against the Owner of the Lot.

10.2.3 The Association may bring an action to recover a money judgment for the unpaid Assessments, fines and charges under this Restated Declaration without foreclosing or waiving the lien described above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

10.2.4 The Association shall have any other remedy available to it by law or in equity.

10.3 Subordination of Lien to Mortgages. The lien of the Assessments or charges provided for in this Restated Declaration shall be subordinate to the lien of any mortgage or deed of trust on such Lot which was made in good faith and for value and which was recorded prior to the recordation of the notice of lien. Sale or transfer of any Lot shall not affect the Assessment lien, but the sale or transfer of any Lot which is subject to any mortgage or deed of trust pursuant to a decree of foreclosure thereunder or any deed or proceeding, deed, or assignment in lieu of foreclosure, shall extinguish any lien of an Assessment, notice of which was recorded after the recording of the mortgage or trust deed. The unpaid Assessments as a result of such foreclosure or sale shall become a common expense of all Owners, including the mortgagee or purchaser, and such sale or transfer shall not release the Lot from liability for any Assessments or charges thereafter becoming due or from the lien of such Assessments or charges.

10.4 Interest, Late Charges and Expenses. Any amount not paid to the Association when due in accordance with this Restated Declaration shall bear interest from the due date until paid at a rate of three (3) percentage points per annum above the prevailing Portland, Oregon prime rate as of the due date, or such other rate as may be established by the Board of Directors, but not to exceed the lawful rate of interest under the laws of the State of Oregon. A late charge may be charged for each delinquent Assessment in an amount established from time to time by resolution of the Board of Directors of the Association not to exceed thirty percent (30%) of such Assessment. In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Board of Directors of the Association.

10.5 Costs and Attorneys' Fees. In the event the Association shall bring any suit or action to enforce this Restated Declaration, the Restated Bylaws, or any rules and regulations that may from time to time be adopted by the Board of Directors, or to collect any money due hereunder or to foreclose a lien, the Owner-defendant shall pay to the Association all costs and expenses incurred by it in connection with such suit or action, including a foreclosure title report, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof or in connection with any bankruptcy proceedings or special bankruptcy remedies.

10.6 Nonexclusiveness and Accumulation of Remedies. An election by the Association to pursue any remedy provided for violation of this Restated Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted under this Restated Declaration. The remedies provided in this Restated Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate or remedy any violation of this Restated Declaration by appropriate legal proceedings.

ARTICLE 11 CONDEMNATION OF COMMON PROPERTY

In the event that all or any portion of the Common Property is appropriated as the result of condemnation or threat or imminence thereof, the following rules and guidelines shall apply:

11.1 Representation by Association. The Board of Directors of the Association shall have the sole authority, right and duty to represent each of the Owners for the purpose of negotiating and contesting, if it deems so doing to be necessary or appropriate, any condemnation award offered by the condemning authority in question and may authorize expenditures and assessments to retain adequate counsel or other experts for such purposes.

11.2 Allocation of Condemnation Award. The Board of Directors of the Association shall allocate and distribute any condemnation award received by it with respect to the Common Property to the Owners in proportion to the diminution in fair market value incurred by them with respect to their respective Lots and improvements as a result of said condemnation.

11.3 Arbitration. In the event of any controversy by, among or between any Owner or Owners and the Board of Directors arising under this Section, each of the disputing parties shall choose one (1) arbitrator and such arbitrators shall choose one (1) additional arbitrator. The three (3) arbitrators shall resolve the controversy by majority vote and said decision shall be final, binding and unappealable upon the disputing parties. Any action or decision of the Board of Directors pursuant to this Section shall carry a rebuttable presumption of correctness for purposes of arbitration pursuant to this Section. The disputing parties each shall pay all the fees and expenses of the arbitrator designated by each of them and shall pay equally all fees and expenses of the third arbitrator. The disputing parties each shall pay their own expenses in connection with the arbitration.

11.4 Retention of Rights. No provision of this Section shall be construed as negating the right of the individual Owners to such incidental relief as the law may provide as a result of the condemnation of the Common Property.

ARTICLE 12

GENERAL PROVISIONS

12.1 Records. The Board of Directors shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The Board of Directors shall also keep detailed and accurate financial records including individual assessment accounts of owners, the balance sheet and income and expense statements. Individual assessment accounts shall designate the name and address of the Owner or Owners of the Lot, the amount of each assessment that becomes due, the amounts paid upon the account, and the balance due on the assessments. The minutes of the Association, the Board and committees, and the Association's financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies.

12.2 Indemnification of Directors, Officers, Employees and Agents. The Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that he or she is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of no contest or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe his or her conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association, should it be proven at a later time that said person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and members of the Association who participated with or benefited from the acts which created said liability.

12.3 Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Restated Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Association, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such manner.

12.4 Lessees and Other Invitees. Lessees, employees, invitees, contractors, family members and other persons entering the Property under the rights derived from an Owner shall comply with all of the provisions of this Restated Declaration restricting or regulating the Owner's use, improvement or enjoyment of his/her Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner him/herself.

12.5 Nonwaiver. Failure by the Association or by any Owner to enforce any covenant or restriction contained in this Restated Declaration shall in no event be deemed a waiver of the right to do so thereafter.

12.6 Severability. Invalidation of any one of these 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.

12.7 Construction; Severability; Number; Captions. This Restated Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Restated Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

12.8 Notices and Other Documents. Any notice or other document permitted or required by this Restated Declaration may be delivered either personally or by mail. Delivery by mail shall be deemed made twenty-four (24) hours after having been deposited in the United States mail as certified or registered mail, with postage prepaid, addressed as follows: To the Association to the address of record, and to the Owner at the address of the Owner's Lot. The address of a party may be changed at any time by notice in writing delivered as provided herein.

12.9 Duration. The covenants, conditions and restrictions and easements of this Restated Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Restated Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent (90%) of the Owners and ninety percent (90%) of the first mortgagees. Provided however, amendments which do not constitute rescission of the planned community may be adopted as provided in Section 12.10. Additionally, any such rescission which affects the Common Property shall require the prior written consent of Columbia County. Provided, however, that if any of the provisions of this Restated Declaration would violate the rule against perpetuities or any other limitation on the duration of the provisions herein contained imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law.

12.10 Amendment. As provided by ORS 94.590 and except as otherwise provided in this Restated Declaration, this Restated Declaration may be amended at any time by an instrument approved by not less than seventy-five percent (75%) of the total votes of the Owners

that are eligible to vote. Any amendment must be executed, recorded and certified as provided by law. Provided, however, that no amendment of this Restated Declaration shall effect an amendment of the Restated Bylaws or the Restated Articles without compliance with the provisions of such documents, and the Oregon Non-Profit Corporation Act. Provided further, no amendment affecting the right of the Declarant as herein contained may be effected without the express written consent of the Declarant or its successors and assigns.

12.11 Rights of Mortgagees. Any holder of a first mortgage or equivalent lien on any Lot and/or the improvements located thereon, upon written request to the Board of Directors of the Association, shall have the right to:

12.11.1 Receive timely written notice of meetings of the Association;

12.11.2 Receive timely written notice of any proposed abandonment, termination or contraction of this planned unit development;

12.11.3 Receive timely written notice of any material amendment of the Restated Declaration or the Restated Articles or Restated Bylaws;

12.11.4 Receive timely written notice of any decision by the Association to terminate professional management and to assume self-management of the Property, if the Association previously has retained professional management services;

12.11.5 Inspect the financial records and similar documents of the Association at reasonable intervals during normal business hours;

12.11.6 Receive written notice of substantial damage to or destruction of any Lot and/or the improvements thereon or the Common Property and/or any improvements thereon; and

12.11.7 Receive timely written notice of any condemnation or eminent domain proceeding affecting the Common Property or any portion thereof.

12.12 Notice of Default by Mortgagor. The Association shall give each mortgagee written notification of any default by the mortgagor of such Lot in the performance of such mortgagor's obligations under the Restated Declaration and Restated Bylaws which is not cured within thirty (30) days.

12.13 Prior Consent of Mortgagees. The termination of the status of the Property as a planned community, or any material amendment to this Restated Declaration or the Restated Bylaws shall require the prior written consent of all first mortgagees or equivalent liens on Lots and/or the improvements located thereon.

12.14 Release of Right of Control. The Declarant may give up its right of control in writing at any time by notice to the Association.

12.15 Unilateral Amendment by Declarant. The Declarant may amend this Restated Declaration in order to comply with the requirements of the Federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any other state in which the Lots are marketed and sold, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon, or such other state, the approval of which entity is required in order for it to insure, guarantee or provide financing in connection with development of the Property and sale of Lots.

12.16 Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the documents governing Meadowbrook, such conflict shall be resolved by looking to the following documents in the order shown below:

- (1) Restated Declaration;
- (2) Restated Articles;
- (3) Restated Bylaws;
- (4) Rules and Regulations.

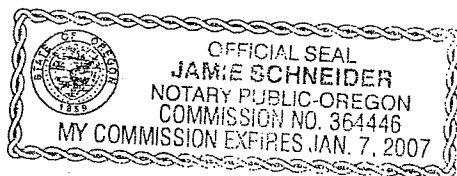
IN WITNESS WHEREOF, the undersigned being all of the duly appointed Board of Directors for Meadowbrook Homeowners Association, Inc., the Declarant herein, have unanimously executed this Restated Declaration this 4th day of November, 2004.

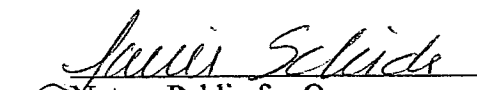
**MEADOWBROOK HOMEOWNERS
ASSOCIATION, INC.,** an Oregon non-profit
Corporation


By: Cyndi Furseth, Director

STATE OF OREGON)
) ss.
County of Columbia)

This instrument was acknowledged before me on November 4, 2004 by Cyndi Furseth, Director of MEADOWBROOK HOMEOWNERS ASSOCIATION, INC., an Oregon non-profit corporation.




Notary Public for Oregon
My commission expires: 1-7-07

**MEADOWBROOK HOMEOWNERS
ASSOCIATION, INC.**, an Oregon non-profit
Corporation

Clarence K. Nelson
By: Clarence Nelson, Director

STATE OF OREGON)
) ss.
County of Columbia)

This instrument was acknowledged before me on Nov 4th, 2004 by Clarence Nelson,
Director of MEADOWBROOK HOMEOWNERS ASSOCIATION, INC., an Oregon non-profit
corporation.



[Signature]
Notary Public for Oregon
My commission expires: Sept 8 2008

**MEADOWBROOK HOMEOWNERS
ASSOCIATION, INC.**, an Oregon non-profit
Corporation

Tracy Beatty
By: Tracy Beatty, Director

STATE OF OREGON)
) ss.
County of Columbia)

This instrument was acknowledged before me on November 4, 2004 by Tracy Beatty,
Director of MEADOWBROOK HOMEOWNERS ASSOCIATION, INC., an Oregon non-profit
corporation.

[Signature]

Notary Public for Oregon
My commission expires: 1-7-07

Addendum No. 1

Page 19 of Restatement of Declaration of Protective Covenants,
Conditions, and Restrictions, and Easements

Article 12.9 Duration

Line 2:

Delete: thirty-five (35) years from the date of this Restated Declaration
being recorded,

Add: thirty (30) years from the date of the initial Declaration of
Protective Covenants, Conditions, and Restrictions recording,