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I, Joe Nelson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Joe Nelson, Director of Assessment and Taxation, Ex-Officio County Clerk



DECLARATION OF RESTRICTIVE COVENANTS
FOR CASCADE PARK HOA

This Declaration replaces document #94091114 recorded October 6, 1994.

This certificate is attached to a 9 page document dated 8/22/23 entitled Declaration of Restricted Covenants

ACKNOWLEDGMENT CERTIFICATE

State of Oregon
County of Washington

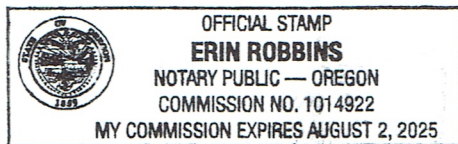
Before me, Erin Robbins, on this
day personally appeared Susan Ring,
Name of Notary Public
Name of signer(s)

to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22nd day of August, 2023.
Year

Erin Robbins

Notary Public's Signature



(Seal)

Signer's Identity verified by:

- ☐ Personally known to me
☐ Identity proven on the oath _____ Name of credible witness
☒ Identity proven on the basis of Oregon Drivers License
Description of identity card or other document

DECLARATION OF RESTRICTIVE COVENANTS

CASCADE PARK

We the undersigned, being the owners of all lots, tracts, and parcels of land situated within the boundaries of that certain subdivision, known as Cascade Park (hereinafter called 'The Subdivision'), make the following declaration of restrictions on said Cascade Park Lots 1 through 91 to the public. This declaration replaces document #94091114 recorded October 6, 1994.

There is hereby established a common plan for the development, improvement, maintenance, and protection of the real property embraced within that certain subdivision located in the City of Hillsboro, known as Cascade Park as per plat thereof recorded in Book 89, Page 44-46, Document Number 94068028 Washington County, Oregon.

The following covenants are imposed pursuant to a common plan. They are designed for the mutual benefit of the building sites in said tract and shall pertain to and pass to each building site therein, and shall bind all persons, together with their representative successors in interest, who may at any time, and from time to time, own said property.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to CASCADE PARK HOMEOWNERS ASSOCIATION, it's successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more person or entities of a fee simple title to any lot which is a part of the properties, including contract purchaser, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Common Area" shall mean and refer to all real property owned by the Association for the common use, enjoyment, and maintenance of the owners. There is no "Common Area" owned by the Association at the time of recording of this Declaration.

Section 4. "Evergreen right-of-way shall mean that portion of publicly-owned property between Evergreen Road and the West property lines of lot 1 and lot 91 as well as any landscaping and irrigation system contained in the Evergreen right-of-way. The brick wall and signs are included in this right-of-way.

Section 5. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the properties with the exception of the common area.

Section 6. "Declarant" shall mean and refer to Riverside Homes, Inc., its successors and assigns if such successors or assigns should acquire for the purpose of development or construction of all or substantially all of the properties owned by Riverside Homes, Inc., in the plat of Cascade Park.

Section 7. "Declaration" shall mean and refer to the declaration of covenants, conditions, and restrictions applicable to the properties recorded in the office of Washington County Recorder.

ARTICLE II

Acceptance of Covenants

In consideration of the acceptance hereof by the several purchasers and grantees of deeds to the lots in said Subdivision, their heirs, devisees, personal representatives, successors, and assigns, and all persons or concerns claiming by, through or under such grantees, they declare to and agree with each and every person who shall be or who shall become an owner of any of said lots, that said lots shall be and hereby are bound by the covenants set forth herein, and that the lots included in said Subdivision shall be held and enjoyed subject to and with the benefits and advantages of the protective covenants, restrictions, limitations, conditions and agreements hereinafter set forth.

The name of the plat is Cascade Park. Signs with the name Cascade Park prominently displayed shall be continuously maintained on the SW corner of Lot 1 and the NW corner of lot 91 of Cascade Park. The Association shall bear the expense of the signs' maintenance and the maintenance of any landscaping in front of the signs.

All property in the Subdivision shall be used solely and exclusively for private single-family residences, with appurtenant garages, and no lot shall be further divided. Each owner shall maintain his lot and residence thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.

ARTICLE III

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 assessments, or fees for use, maintenance, preservation, insurance, and other costs related to the common area.

(b) the right of the Association to dedicate or transfer all or any part of the common area to purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) or the total membership agreeing to such a dedication or transfer has been recorded.

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

ARTICLE IV

Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment and all lots held for sale by Declarant shall be a member of the Association. Membership shall be appurtenant to and may not be separate from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership.

Class A: Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The votes for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B: The class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership, or

(b) on January 1, 2000.

ARTICLE V

Covenants for Maintenance Assessment

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each improved lot owned within the Subdivision hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant, and agrees to pay to the Association:

(a) annually or monthly assessments or charges; and,

(b) special assessments to be established and collected as hereinafter provided.

The assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney 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.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and for the improvement, construction, establishment, repair, maintenance, real property taxes, utilities, insurance and other expenses of the common area, the entrance signs located on lots 1 & 91, the sound wall and the Evergreen right-of-way, (this shall include but not be limited to the landscaping and irrigation system maintenance. Assessments may also be levied to pay for any professional services or consultation incurred by the Association in carrying out its duties.

Section 3. Maximum Annual Assessment. The initial maximum assessment shall not exceed the sum of Fifty Dollars per year. The annual assessment may be paid in equal monthly payments. Said monthly payments are referred to herein as "monthly assessments."

(a) In December of each year, the Association or its elected representative or elected Board of Directors, if any, shall make a reasonable estimate of expenses which will be incurred in the next calendar year and fix the amount of the assessment for that year. The assessment shall not exceed the Maximum Annual Assessment.

(b) The Association may increase the Maximum Annual Assessment up to an increase of ten percent (10%) over the previous Maximum Annual Assessment if a simple majority (51%) of the total membership who are voting in person or by proxy at a meeting duly called for the purpose, with written notice given, vote in favor of such increase.

(c) The Association may increase the Maximum Annual Assessment of an increase of over ten percent (10%) over the previous Maximum Annual Assessment if a two-thirds (2/3) majority of the total membership who are voting in person or by proxy at a meeting duly called for the purpose, with written notice given, vote in favor of such increase.

Section 4. Special Assessments for Capital Improvements. In addition to the assessments authorized above, the Association may levy, in any assessment year, a special assessment 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 Evergreen right-of-way or entry signs, provided that any such assessment shall have the assent of the two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Exception to Maximum Assessment Limitation. The limitations of Maximum Annual Assessment under Section 3 of this Article, and Special Assessments under Section 4 of this Article shall not apply with respect to a Special Assessment against a member imposed by the Board to reimburse the Association for costs and attorney fees incurred in bringing the Owner or Homes and/or Lot into compliance with the provisions of this Declaration.

Section 6. Notice and Quorum for Any Action Authorized Under Section 3 or 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting.

Section 7. Uniform Rate of Assessment. All assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis, provided, however, that any vacant or unimproved lot owned by Declarant shall not be subject to any assessment or charge herein.

Section 8. Date of Commencement of Assessments; Due Dates. As to each particular lot involved, the liability for the assessments shall begin on July 1st of the first year following the conveyance of the first lot to an owner, other than the declarant, or on the first day of the calendar month following the date of recording of any deed or contract of sale for the lot, or on the first day of the calendar month following occupancy by a tenant of the premises, whichever is latter. The assessments may be budgeted on an annual basis (referred to herein as "annual assessment") subject to adjustments according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the assessments 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 and unless otherwise stated, the annual assessment shall be payable in equal monthly installments and shall be due on the first day of each month. The Association shall, upon demand, and for a reasonable charge, furnish a statement or certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 9. 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 twelve

percent (12%) per annum. Unpaid assessments, plus interest, costs and attorney fees shall create a lien on the property. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or the Evergreen right-of-way, or abandonment of his lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on the lot, only in the event that the lien for delinquent assessments has not been recorded with the Washington County Auditor at the time of the recording of the mortgage lien. Notwithstanding any provision herein, the first mortgage when said mortgage is FHA, VA or Fanny Mae mortgage, in which case this subordination shall only be to the extent required to satisfy the eligibility criteria of FHA, VA or Fanny Mae. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Additional Property. No additional property will be annexed by the HOA without prior approval of HUD.

ARTICLE VI

Architectural Control Committee

Section 1. Appointment and Membership. There is hereby constituted an architectural control committee (the "ACC"). The declarant shall have the right to select the members of the construction period ACC. Initially, the construction period architectural control committee shall be Riverside Homes, Inc. located at 15455 NW Greenbrier Pkwy, Suite 140, Beaverton, Oregon 97006. A majority of the ACC may designate a representative to act for it, which representative shall be known as the control architect. Neither the members of the ACC, nor the control architect, shall be entitled to any compensation for services performed pursuant to these covenants. When the declarant has sold and closed one-hundred percent (100%) of its lots, the then recorded owners of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee to increase or decrease its number, or to withdraw any members from the committee.

Section 2. Guidelines. The ACC shall have the authority to adopt and amend written guidelines to be applied in its review of plans and specifications, in order to further the intent and purpose of this declaration and any other covenants or restrictions covering the property. If such guidelines are adopted, they shall be available to all members upon request.

ARTICLE VII

Dwelling Quality and Size

Section 1. The livable square footage floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, and not less than 1,300 square feet for a dwelling of more than one-story.

Section 2. All roofs are to be of composition, tile or cedar shake and shall have a minimum pitch of 4/12.

Section 3. All residential construction shall be completed within 6 months following commencement of work including staining or painting of exterior.

ARTICLE VIII

Landscaping

Section 1. All front yards are to be landscaped within six (6) months following completion of construction. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon approval of the architectural control committee.

ARTICLE IX

Building Location

Section 1. No building shall be located on any lots nearer to the front lot line or nearer to the side street line than the minimum building set-back lines provided for in the laws, statutes, or ordinances of the appropriate local governmental authorities.

Section 2. All fences or boundary walls shall be constructed in accordance with the City of Hillsboro codes and regulations and shall have the approval of the ACC. No fence, wall, hedge, or mass planting, other than a foundation planting (i.e., lawns, ground cover, etc.), shall be permitted to extend nearer to any street than the minimum setback line required; provided, further, that no fence, wall, hedge, or mass planting shall extend higher than six feet above the ground.

Section 3. Recreational vehicles and boats may not be parked or stored on any of the streets and roads within the subdivision, but are permitted to be parked and stored within the permitted side and/or rear yards, *if properly screened from all other lots with a six foot high cedar fence.*

ARTICLE X

Nuisance

Section 1. No trade, craft, noxious or offensive business activity, commercial or manufacturing enterprise shall be conducted or carried on upon any residential lot or within any building located in this subdivision on a residential lot, nor shall any goods, equipment, vehicles including buses and trailers of any description, or materials or supplies in connection with any trade, service, or business wherever the same may be conducted, be kept, stored, dismantled or repaired outside any building on any residential lot nor shall any goods, equipment or vehicles including buses and trailers of any description, used for private purposes and not for trade or business be kept, stored, dismantled or repaired outside any building on any residential lot. Non-offensive business activities such as bookkeeping, data processing, etc. are allowable. No noxious or offensive activity shall be carried on upon any lot, nor shall any activity be carried on or any other thing be done on any lot which may be or become an annoyance or nuisance to or decrease the value of the property of any neighbor of the neighborhood in general.

ARTICLE XI

Temporary Structures

Section 1. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be erected, placed on or used on any lot at any time as residence either temporarily or permanently. Any outbuildings or additions to a residence will be allowed only if the proper permits are received from the appropriate governmental agency. This shall not be deemed to prohibit any person authorized to build a residence or other permitted structure on the lot from placing a trailer on the lot during the period of construction.

ARTICLE XII

Signs

Section 1. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the initial construction and sales period. No rent signs shall be placed on any lot prior to the sale of all lots in Cascade Park.

ARTICLE XIII

Oil and Mining Operations

Section 1. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, excavations, or shafts be permitted upon or in any lot. No derrick or structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

ARTICLE XIV

Pets, Livestock and Poultry

Section 1. Domestic household pets must be kept in individual yards. Such pets must be on a leash or under direct control of the owner when outside the owners individual lot boundaries. All household pets are subject to existing and future governmental regulations or ordinances pertaining to them.

Section 2. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot and no building or other structure designed to house or contain such animals, livestock or poultry shall be erected, maintained or placed on the property except as provided for in the laws, statutes, or ordinances of the appropriate local government authorities. Dogs, cats or other household pets may be kept and ordinary and usual structures provided to house them, provided that they are not kept, bred, or maintained for any commercial purpose.

ARTICLE XV

Garbage and Refuse Disposal

Section 1. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 2. No debris, old cars or machinery, or lumber and building materials shall be stored on any lot, except that supplies and machinery currently being used in the construction of an approved dwelling may be stored in a neat workman like manner during the construction of said dwelling. All building materials and debris shall be cleaned up and removed from the lot within thirty (30) days following the completion of the dwelling. Yard raking, dirt and other materials resulting from landscaping work shall not be dumped onto streets, other lots, or in the Evergreen right-of-way.

ARTICLE XVI

Motor Vehicles

Section 1. Unlicensed motor vehicles, including motorcycles, scooter, AT.V.'s etc. shall not be operated on any property in said plat, including all roads and common areas. Licensed vehicles shall not be operated so as to create an annoyance or nuisance to the neighborhood. All motor vehicles and operators of motor vehicles shall comply with the current state laws for licensing, equipment, and operation. No owner shall permit any vehicle which is in an extreme state of disrepair or inoperative to be abandoned or to remain parked upon any lot, any street or common area for a period in excess of forty-eight (48) hours.

ARTICLE XVII

Parking

Section 1. Adequate off street parking for at least three (3) cars shall be provided on each lot. Covered and enclosed parking shall be provided for not less than one (1) car, plus a driveway for two (2) additional cars. Variances can be granted by the architectural control committee.

ARTICLE XVIII

Antenna and Service Facilities

Section 1. Exterior antenna or satellite receiving stations visible from the street in front of a lot shall not be permitted to be placed upon any lot or roof or any structure erected thereon unless approved by the architectural control committee. Clothes lines and other service facilities shall be screened so as not to be viewed from the street.

ARTICLE XIX

Easements

Section 1. Easements for utilities and drainage are reserved per face of recorded plat. Within these easement areas, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easement areas, or which may obstruct or retard the flow of water through drainage channels in the easement area.

ARTICLE XX (Recorded 2/19/1999 – see amended language)

Amendments

ARTICLE XX Amendments Section 1: Revised to read (Recorded 2/19/1999):

The provisions for "restrictive covenants" hereof may be amended, changed, revoked, or terminated in whole or in part by the declarant or by petition signed by fifty-one percent (51 %) of the lot owners of Cascade Park, with thirty day written notice to all current property owners of said plat of Cascade Park. In addition, any annexation of additional properties, declaration of common areas, or amendment of the declaration shall require the prior approval of the Department of Housing and Urban Development/Veterans Affairs as long as there is in existence a Class B membership.

ARTICLE XXI

General Provisions

Section 1. Term. The covenants contained herein are intended to and do run with the land and shall be binding on all parties and all persons owning or occupying lots in Cascade Park, or claiming under them, for a period of fifty (50) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then recorded owners of all lots has been recorded, agreeing to change said covenants in whole or in part.

Section 2. Enforcement. Any party or person owning real estate situated in the subdivision shall have the right to enforce these covenants by prosecuting any proceeding at law or in equity against the person or persons violating any of these covenants, either seeking to restrain such violation or to recover damages for such violation, or both.

Section 3. Severability. Invalidation of any one or more of these covenants by a court of competent jurisdiction shall in no way affect the liability and enforceability of the remaining provisions and covenants, and it is intended that all remaining covenants shall remain in force and effect.

Suz Ring
President Cascade Park HOA
August 22, 2023