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DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS DECLARATION, Made on the date hereinafter set forth by
Glen R. Gordon, Ardythe A. Gordon, David Dimeo, Darlene A. Dimeo,
Kenneth A. Coe and Susan F. Coe hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Wash-
ington County, Oregon which is more particularly known and described
as Stoddard, a plat of record in Washington County, Oregon, and

WHEREAS, Declarant desires to subject said property to the
conditions, restrictions and covenants for the benefit of said property
and its present and subsequent owners as hereinafter specified, and

WHEREAS, the power to enforce certain of said conditions,
restrictions and covenants is to reside in the Stoddard Homeowners
Association, a non-profit Oregon corporation organized under the laws
of the State of Oregon, hereinafter referred to as "Association," and
the members thereof

NOW, THEREFORE, Declarant hereby declares that all of the
properties 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 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 property or any
part thereof, their heirs, successors in interest and assigns, and
shall inure to the benefit of each owner thereof.

ARTICLE I

Where ver used in this declaration, the following terms shall
have the following meanings:

(a) "Dwelling house" and "garage" shall include both the



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When such qualification shall cease as to any member, membership of such member shall lapse and the certificate therefor be void.

(b) The voting power and the property rights and interests of each member of the Association shall be unequal, and are defined in the Articles of the Stoddard Homeowners Association.

ARTICLE III

(a) No building site on said property shall be used for any purpose other than residential purposes unless otherwise shown on the official recorded plat, except Tract E₁ of said plat, which is reserved for park purposes.

(b) No animals or fowls shall be raised, kept or permitted upon said property or any part thereof, excepting only domestic dogs or cats and excepting caged pet birds kept within the dwelling house, provided said dogs, cats and pet birds are not kept, bred or raised for commercial purposes or in unreasonable numbers.

(c) Said property shall not, nor shall any part thereof, be used for the purpose of exploring for, taking therefrom, or producing therefrom gas, oil or other hydrocarbon substances.

(d) No noxious or offensive activity shall be carried on upon said property or any part thereof, nor shall anything be done or maintained thereon which may be or become any annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district.

(e) It shall be the duty of the owner or occupant of any building site to maintain in proper condition the area between the property line of said building site and the nearest curb or improved street, including public sidewalks within said area, and no trucks, campers, trailers, boats shall be parked or permitted to remain in said area.

(f) No property owner shall remove or significantly alter any tree in any street right-of-way, park or recreational area or planting reservation unless per

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main portion of such structures and all projections therefrom but shall not include the eaves of such structures, nor uncovered front porches or steps.

(b) "Lot" means one of the numbered parcels on the plats referred to in the description of the property covered hereby.

(c) "Building site" means either a numbered lot as shown on said plats, or a parcel consisting of a portion of any lot or contiguous portions of any two or more contiguous lots; provided, however, that such parcel, if composed of a portion of a lot or portions of two or more contiguous lots, shall have a principal frontage of not less than sixty (60) feet, and an area of at least six thousand (6,000) square feet.

(d) "Street" means any street, highway, or other thoroughfare as shown on said plats.

(e) "Setback" means the minimum distance between the dwelling house or other structure referred to and a given street or line.

(f) "Street Frontage" means that portion of a lot or building site which borders on a street.

ARTICLE II

(a) Declarant, as owner of said property or of any other property in Washington County, Oregon, which may be hereafter platted as Stoddard and which they or any of them may hereafter acquire, are, and all future owner of record of one or more building sites on said property or on any other property which may hereafter be platted as Stoddard, or who, while holding as contract for the purchase from Declarant of any building site on said property or such other property which may hereafter be platted as Stoddard, shall reside upon the building site described in such contract, shall become members of said Association. Such ownership or such holding of a contract of purchase and residence shall be the sole qualification for membership in said Association and certificated of membership shall be issued to the members of the Association accordingly.

99 (g) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and other waste shall be kept 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.

ARTICLE IV

The designated common and recreational areas shall be reserved for the exclusive use of all owners of property within the sub-division and others as may be designated at a later date by the Board of Directors of the Stoddard Homeowners Association. Ownership of common and recreational areas, recreational facilities and public and community areas, services and facilities, including all improvements and developments to the same, shall be vested in the declarant, until such time as all indebtedness incurred in connection with the acquisition, ownership, construction or improvement of such areas and facilities has been paid and thereafter until such time as Declarant at its option shall transfer title to such areas and facilities.

ARTICLE V

(a) It is contemplated by the Declarant that apartment type units will be constructed upon property designated as lots 27, 28, 63^{R/Lot} and 80, however, excepting said apartment type units, unless otherwise designated on the official recorded plat or with the approval of the Association, no building may be erected or maintained on any building site except one single-family dwelling house not more than two stories in height above the main floor level, designated for occupancy by not more than one family, together with a private garage, which garage shall conform generally in architectural design and exterior materials and finish to the dwelling house to which it is appurtenant. Unless approved in writing by the Association, no outhouse of any kind, tent, shed or trailer, or any other temporary dwelling, shall be erected or maintained on any building site or be used for living purposes, nor shall any garage be used for dwelling purposes. Further, trailer, camper or pickup

each, tent, boat or truck (except pickup) shall be parked, placed, erected, maintained or constructed on any building site for any purpose except the trailers, campers, pickup coaches, tents or boats which can be and are stored completely within full enclosed structures and are not used for living purposes will not be in violation of these restrictions, unless with prior written approval from the Association.

(b) No building shall be in any manner occupied while in the course of original construction or until it complies with all requirements as to area and with all other conditions and restrictions applicable thereto. The construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until fully completed. Every building, fence, wall or other structure placed on any part of said property shall be constructed with new material, unless the use of other than new material shall have received the written approval of the Association. No buildings constructed elsewhere shall be moved to or placed on said property except with the written approval of the Association.

ARTICLE VI

(a) No hedge, fence, hedge wall, boundary wall, retaining wall or similar structure shall be erected or maintained between any setback line of any building site and any street line serving as a boundary line for such building sites unless approval of the Declarants or the Homeowners Association as to material, form, size and color is first obtained. Planting reservations or protective screening areas are established as shown on the recorded plat. Planting, fences or walls shall be maintained throughout the entire length of such area by the owner or owners of the lots through which the planting reservation or protective screening area runs at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence, or wall or utilities or drainage facilities or sidewalks shall be placed or permitted to remain in such area. No vehicular access over the area shall

be permitted except for the purposes of installation and maintenance of screening, utilities and drainage facilities.

(b) All outside television and radio aerials and antennas are absolutely prohibited, unless prior written approval is given by the Association.

ARTICLE VII

(a) No dwelling house, garage, fence, wall or other structures upon any portion of said property shall be erected or constructed, and no alterations which would materially alter the exterior appearance of any such structures shall be made unless a complete set of plans and specifications therefor, including the exterior color scheme, together with a block plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Homeowners Association, and a copy of such plans as finally approved deposited for permanent record with the Association. Said plans and specifications shall be submitted in writing for approval, over the signature of the owner of the building site or over the signature of his duly authorized agent, on a form satisfactory to the Association.

The approval of said plans and specifications may be withheld not only because of their noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also because of the dissatisfaction of the Association with any or all other matters or things which, in the judgment of the Association, would render the proposed structure inharmonious with the general plan of improvement of said property or with the structures erected on other building sites in the immediate vicinity of the building site upon which said structure is proposed to be erected. No provisions herein contained shall apply to improvements or structures within the common or recreational areas.

(b) A dwelling house of one story in height above the main floor level shall have a minimum ground floor area of one thousand square

feet and one and one-half story or two story dwelling house shall have a minimum ground floor area of nine hundred square feet (all exclusive of porches, patios, basements and garages).

(c) Dwelling houses and garages erected on said property shall have minimum setback from the front street of fifteen feet and from the side street of zero feet from the property line.

(d) Any agent or officer of the Association may at any reasonable hour or hours, after reasonable notice, enter and inspect any of said property as to its maintenance or improvements to determine if there has been compliance with the provisions hereof; and the Association, and/or any agent, or officer thereof, shall not hereby be deemed guilty of any manner of trespass for such entry or inspection.

(e) The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association showing that the plans and specifications for the improvements or other matters herein provided for have been approved, and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing or insuring title to said property, or any portion thereof, or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer in action thereon. After the expiration of one year following the issuance of a building permit therefor by municipal or other governmental authority, any structure, work, improvement or alteration shall, as to any purchaser or encumbrancer in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof, unless a notice of non-

compliance executed by the Association shall have appeared of record in the office of the County Clerk of Washington County, State of Oregon, or unless legal proceedings shall have been instituted to enforce completion or compliance.

ARTICLE VIII

(a) No sign or other advertising device of any character shall be erected on any one lot or building site or maintained upon any part of said property except one sign not larger than 18" x 24", advertising the property for sale or for rent; provided, however, that this provision shall not apply to the Declarant, or their assigns or successors, in the development of said property.

(b) Declarants hereby reserve to themselves, their successors, heirs and assigns, perpetual easements under, over and across strips of land five feet in width running along and interior to the side lines and rear lines of each building site owned by them respectively for the purpose of erecting, constructing, maintaining and operating sewers and drainage systems, and poles, pipes, wires, cables, guys, anchors and conduits for lighting, heating, power, telephone and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon, or above the surface of the within said five foot strips of land, and Declarants reserve the right to cut and/or trim any tree or other growth or such five-foot strips which may interfere with or menace the construction, maintenance, or operation of said utilities.

(c) It is the intent of these restrictions that vacant land be maintained in a reasonably presentable condition, therefore, the Association shall have the right at all times to entry upon any lot or parcel of said property that is vacant and unplanted or untenanted by the owner thereof, after reasonable notice to the owner thereof, to remove debris, weeds, or other waste material and to plant or replant, trim, cut back, remove, replace, cultivate, and/or maintain hedges, trees, shrubs, plants, or lawns, and to

charge the expense thereof to the said owner as an assessment to be collected in the manner provided in Article IX. Reasonable notice as used in this subsection shall mean mailing by certified mail to the last-known address as shown on the books of the Association, ten days before entry to be made. This article does not apply to property owned by Declarant during development and marketing of this entire tract.

ARTICLE IX

(a) All said property excepting property now or hereafter occupied, dedicated or reserved for recreation, recreation facilities, parks, parklike strips or areas, community facilities, streets, sidewalks, footways, water systems, sewage systems and other public service and community facilities and building sites during such time as they are not accessible from an improved public street) shall be subject to an annual charge or assessment as hereinafter specified; provided, however, that said charge or assessment as hereinafter specified, shall not apply to any building site until a residence has been constructed thereon and said residence has been occupied as a dwelling, or said building site has been deeded to an owner who intends to occupy the same as a dwelling, whichever event first occurs. Assessments shall be made against town-house and apartment type units on a per unit basis at one-half ($\frac{1}{2}$) the monthly rate for a single family residence.

(b) Said annual charge or assessment, when imposed, shall be upon and against each building site subject thereto and the whole thereof; the amount thereof shall be determined annually by the Board of Directors but shall not exceed three (\$3.00) dollars per month per building site unless three-fifths ($\frac{3}{5}$) majority of the members vote to increase the same either at the annual or special meeting called for that purpose.

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

(d) Each such annual charge or assessment shall be fixed in advance on or about the 1st day of July of each year, covering the ensuing twelve months ending the 30th day of June of the following year. Each such charge or assessment shall be due and payable on the 15th day of November in the year in which it is fixed, and if not then or heretofore paid shall thereafter be delinquent and bear interest at the rate of eight per cent per annum. The Secretary of the Association shall file in the office of the County Recorder of Washington County, State of Oregon, within 120 days after delinquency, a statement of lien in the amount of any charges or assessments, together with interest as aforesaid, which have become delinquent with respect to any portion of said property and upon payment in full thereof shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessment with interest as aforesaid shall constitute a lien on the whole building site with respect to which it is fixed from the date the notice of delinquency thereof is filed in the office of the County Recorder of Washington County, State of Oregon, until the same is released as herein provided. Such lien may be enforced by the Association in the manner provided by law with respect to a lien on real property; and in the event of foreclosure of such lien the property owner shall be liable for the costs and disbursements, including reasonable attorney's fees of Declarant or of said Association, all of which costs, disbursements and fees shall be secured by such lien.

(e) The purchasers of portions of said property by the acceptance of deeds therefor, whether from Declarant or subsequent owners of said property, or by the signing of contracts or agreement to purchase the same, shall become personally obligated to pay such charges or assessments, including interest, upon the portion or portions of said property purchased or agreed to be purchased by them, and shall thereby become subject to the right and power of the Association to institute proceedings for the

collection of such charges, assessments and interest and the enforcement of the liens securing the same. Such rights and powers shall continue in the Association, and such obligations shall run with the land so that the successor owner of record of any portion of said property, and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable for the payment of such charges or assessments together with interest on such as may have become delinquent. Delinquent charges or assessments together with interest and the cost of collection shall be a continuing lien on the property and shall bind such property in the hands of the then owner or contract purchaser, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner or contract purchaser to pay such charges and assessments however shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them and approved by the Association.

Any sale or transfer of said property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure shall not relieve such property from liability for any charges or assessments thereafter becoming due nor from the lien of any such subsequent charge or assessment.

(f) The proceeds received from said charges or assessments shall be applied to the payment of any or all of the following:

- (1) Expenses incident to the enforcement of the restrictions, conditions, covenants, charges and agreements contained in this Declaration and the collection of the charges or assessments provided for in this article.
- (2) Real and personal property taxes and assessments levied by any branch of government.
- (3) To acquire, build, operate and maintain parks, recreation areas, playgrounds, swimming pools, community halls, club houses including buildings, structures and personal property incident thereto.

(h) To acquire, build, operate, repair and maintain streets, sidewalks, footways, water systems, sewage systems and other public services including buildings, structures and personal properties incident thereto.

(g) In the event unusual circumstances, such as, natural and man made disasters, necessitate extra ordinary expenditures for repairs, improvements or additions to the amenities as enumerated in (f) above, a special and additional energy, assessment not to exceed \$25 per building site may be charged upon an affirmative vote of 2/3 of the members of said Association, as cast either at the annual or special meeting called for that purpose. This provision is to be used only in emergency situations of community wide crises.

ARTICLE X

(a) In construing this Declaration or any part thereof, stipulations which are necessary to make this Declaration or any of its terms or provisions reasonable, are implied.

(b) The determination by any court that any of the provisions of this declaration are unlawful or void shall not affect the validity of any of the other provisions hereof.

(c) All of the conditions, restrictions and charges set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building, occupation and maintenance hereby adopted therefore by Declaration; and such conditions, restrictions and charges shall run with the land and shall continue and be in full force and effect until extinguished, or modified as herein provided. Except as provided in ARTICLE IX (b) the conditions, restrictions and charges set forth in this declaration may be changed by a written agreement executed by the then record owners of seventy-five per cent or more in area of said property then subject to the Declaration exclusive of streets, parks and open spaces, said agreement to be placed of record in the Office of the County Recorder for Washington County, Oregon. The conditions,

restrictions and charges, and any of them, may be changed, modified or extinguished at any time by an instrument executed by the Association acting by its President and Secretary under authority of a Resolution to that effect adopted by a majority of seventy-five per cent or more of the votes cast in favor of such resolution at a meeting of the members of the Association called for that purpose upon such notice to said members as may be prescribed by the By-Laws of the Association. The conditions and restrictions and charges, or any of them, may not be changed, modified or extinguished by the Association so long as the Declarant owns any lot or lots or portions of lots in said subdivision unless the Declarant shall have first given its written approval to such change; and the charges and assessments may not be reduced below the amount sufficient to pay annual debt service charges including provisions for debt service reserves so long as the Association shall have outstanding indebtedness incurred in connection with the acquisition, ownership, development, improvement, operation and maintenance of the property, facilities and services enumerated in ARTICLE IX (f). Provided, further, that the Declarant reserves to themselves, their successors and assigns, the right and power so long as the ownership of the affected property or any of it shall be the Declarant to change any of the requirements contained herein pertaining to setbacks and minimum principal frontage and minimum square foot area of building sites or any of them as to said property.

ARTICLE XI

(a) In any legal or equitable proceedings by Declarant or the Association, or both, or the owner or owners of any portion of said property or their and each of their legal representatives, heirs, successors and assigns, for the enforcement or to restrain a violation of this Declaration or any provisions thereof, the losing party shall pay to the prevailing party such attorney's fees as the court may deem reasonable in such suit or action. However, nothing contained in this Declaration or in

any form of deed which may be used by Declarant or their successors, heirs or assigns, in selling said real property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion or re-entry for breach or violation of any one or more of the provisions thereof.

ARTICLE XII

Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant of its duly authorized agent, of structures or signs for the conduct of its business in connection with said property while the same or any part thereof, is owned by Declarant.

ARTICLE XIII

If upon the erection of the first improvement upon any of the residential lots which are subject to these restrictions, it is disclosed by survey that a minor violation or infringement of the setback lines has occurred, such violation or infringement may be waived by the written consent and waiver of the owners of the residential lots immediately adjoining on either side of the residential lot upon which the violation or infringement occurs and such waiver shall be binding upon all other owners of residential lots which are subject to these restrictions and shall nullify the provisions herein insofar as any right of suit or action occurs by reason of such violation so waived. Nothing herein contained shall prevent the prosecution of a suit for any violation of these restrictions. For the purpose of defining a "minor violation" as herein contained, such violation shall be not more than 2 feet beyond a setback lines as herein set forth. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to such structure.

ARTICLE XIV

The provisions contained in this Declaration shall bind and

inure to the benefit of and be enforceable by the Declarant, the Association, and the owner or owners of any portion of said property, and their and each of their legal representatives, successors, heirs and assigns, and failure by Declarant or by the Association or by any of the property owners of their legal representatives, heirs, successors or assigns to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so.

Although Declarant is empowered to enforce any and all of the provisions contained within this Declaration, said Declarant is, by the terms of this agreement, in no way so obligated and the failure of Declarant to enforce or cause to be enforced any of these provisions shall not be deemed or considered a breach of duty or contract by Declarant, nor give rise to any cause of action or suit for failure to so enforce any provisions herein.

ARTICLE XV

Any or all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the prerogatives of Declarant hereunder pertaining to the particular rights, powers and reservations assigned; and upon any such corporation or association evidencing its intent in writing to accept such assignment and assume such prerogatives and be subject to the same obligations and duties as are given to and assumed by Declarants or any of them herein.

IN WITNESS WHEREOF the undersigned Declarant has hereunto set his hand and seal this 27th day of March, 1974.

Bilen R. Gordon
Bilen R. Gordon

David Dimeo
David Dimeo

Kenneth A. Coe
Kenneth A. Coe

Ardythe A. Gordon
Ardythe A. Gordon

Darlene A. Dimeo
Darlene A. Dimeo

Susan F. Coe
Susan F. Coe

**Robert D. Greaves
Meyer & Wyse
900 S.W. Fifth Ave., Ste. 1900
Portland, OR 97204**

**CHANGES IN DECLARATION
STODDARD HOMEOWNERS ASSOCIATION**

Washington County, Oregon

WHEREAS, Stoddard Homeowners Association, Inc. is a nonprofit corporation duly incorporated under the laws of the State of Oregon; and

WHEREAS, a Declaration of Covenants, Conditions and Restrictions (the Declaration) was recorded March 27, 1974 in Book 968, Pages 207-222 in the Records of Deeds, Washington County, Oregon; and

WHEREAS, the Declaration provides at Article X(c) that it may be changed or modified at any time by a written agreement executed by the Stoddard Homeowners Association, Inc. (the Association) acting by its President and Secretary under authority of a Resolution to that effect adopted by a majority of seventy-five percent (75%) or more of the votes cast in favor of such resolution at a meeting of the members of the Association called for that purpose upon such notice to said members as may be prescribed by the Bylaws of the Association; and

WHEREAS, ORS 65.204, pertaining to nonprofit corporations, and the Bylaws of the Association, Article X, Section 2, each provide for special meetings of the members; and

WHEREAS, a special meeting of the members of the Association was called by its Board of Directors and Notice, including but not limited to the purpose of the meeting, was duly given pursuant to ORS 65.204 and the Association's Bylaws Article X, Section 3; and

WHEREAS, ORS 65.231 and the Bylaws of the Association, Article X, Section 5, each provide that a member may vote by written proxy; and

WHEREAS, on April 20, 1994 a special meeting of the members of the Association was held pursuant to the procedural requirements of ORS 65.204 and the Association's Bylaws Article X, Section 2, there having been present a quorum pursuant to the Association's Bylaws Article X, Section 4; and

WHEREAS, a vote was taken at said meeting regarding proposed amendments to the Declaration and to the Association's Bylaws; and

WHEREAS, the following amendments to the Declaration were passed by a majority of seventy-five percent (75%) or more of the votes cast in person or by proxy at said meeting;

NOW, THEREFORE, pursuant to the authority vested in the President and Secretary of the Association by the Declaration, it is hereby resolved that the following changes in said Declaration are hereby declared and shall be recorded in the Records of Deeds, Washington County, Oregon:

1. Article III(e) of the Declaration shall be deleted and replaced with the following language:

"(e) It shall be the duty of the owner and occupant of any building site to maintain both the entire site and the area between the property line of said building site and the nearest street, including public sidewalks within said area, and all improvements thereon in good order and repair, and in an attractive and neat condition, including but not limited to:

(1) Exterior finishes of structures, which shall be in a color harmonious with the general plan of improvement of the building site and other structures in the immediate vicinity;

(2) Yards, which shall be attractively landscaped and maintained in a neat and orderly manner free of weeds and debris;

(3) Driveways and sidewalks, which shall be maintained in good, weed-free condition and repair; and

(4) Maintenance of trees and shrubs, trimming when necessary for the plants' appearance, and as necessary to avoid interference with pedestrian traffic and to maintain safe sight lines for vehicular traffic on or onto the adjoining street, or streets."

2. Article III of the Declaration shall be amended to add the following new section, Article III(h):

"(h) Mailboxes shall be attractive and be designed to blend with and be harmonious in design and appearance with those mailboxes in the surrounding neighborhood. Mailboxes shall be maintained in an attractive and neat condition."

3. Article V of the Declaration shall be amended to delete the last sentence of Article V(a).

4. Article V of the Declaration shall be amended to add the following new section, Article V(c):

"(c) Except for the apartment-type units constructed on Lots 27, 28, and 80, no building may be erected or maintained on any building site except one single-family dwelling house not more than two stories in height above the main floor level, designed for use and used by not more than one family."

5. Article V of the Declaration shall be amended to add the following new section, Article V(d):

"(d) No trailer, camper, coach, canopy, tent, boat, inoperable vehicle, pickups rated greater than one ton, or vehicle or attachment thereto principally designed or used for sleeping purposes, shall be placed, erected, maintained or constructed on any building site for any purpose except:

(1) any of the objects enumerated above, which is parked or stored completely within a fully enclosed structure and not therein used for living purposes; and

(2) any object or vehicle which is not required by this section to be parked or stored within fully enclosed structures and not otherwise prohibited may, if well maintained, be placed, parked or maintained only in any one of the following locations: a fully enclosed structure, a carport or on an approved driveway, unless another location has been approved in writing by the Association. No object or vehicle which is prohibited by this Declaration from being parked or stored outside a fully enclosed structure, nor any other object or vehicle the presence of which violates the provisions of this Declaration, shall be placed, erected, maintained or constructed within the area above described or on the public streets within or adjacent to property subject to this Declaration."

DATED this 5th day of May, 1994.

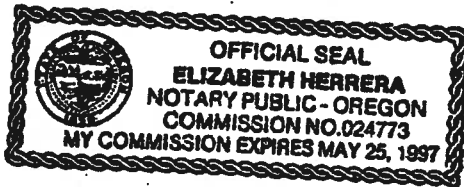
STODDARD HOMEOWNERS ASSOCIATION

By: Steve Flaker
Steve Flaker, President

By: Kathleen Miller
Kathleen Miller, Secretary

STATE OF OREGON)
)ss
County of Washington)

On this 5th day of May, 1994, personally appeared before me STEVE FLAKER who, being first duly sworn, did say that he is the President of Stoddard Homeowners Association, a corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be its voluntary act and deed.



Elizabeth Herrera

Notary Public for Oregon

STATE OF OREGON)
)ss
County of Washington)

On this 5th day of May, 1994, personally appeared before me KATHLEEN MILLER, who, being first duly sworn, did say that she is the Secretary of Stoddard Homeowners Association, a corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and she acknowledged said instrument to be its voluntary act and deed.



Elizabeth Herrera

Notary Public for Oregon

STATE OF OREGON
County of Washington } SS

I, Jerry B. Hanson, Director of Assessment and Taxation and Ex-County Clerk for Washington County, Oregon, certify that the within instrument was received and recorded in the records of said county.



Jerry B. Hanson, Director of Assessment and Taxation, Ex-County Clerk

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RECORD OF ACTION OF BOARD OF DIRECTORS

of

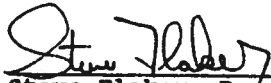
STODDARD HOMEOWNERS ASSOCIATION

Pursuant to ORS 65.341 concerning action of directors without a meeting, and ORS 65.347 concerning waiver of notice, the directors of Stoddard Homeowners Association hereby waive all notices that may be required and consent to the following:

WHEREAS, on November 17, 1993, a written ballot was taken of the members of the Association pursuant to the procedure and requirements of ORS 65.222, and

WHEREAS, seventy-nine percent (79%) of such ballots were in favor of an increase in the annual charge or assessment provided for in the Declaration of Covenants, Conditions and Restrictions;

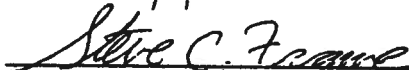
IT IS HEREBY RESOLVED that pursuant to the authority vested in the Board of Directors, the annual charge or assessment shall be \$96 for each single family residence and \$48 for each townhouse apartment effective immediately for the 1993-94 fiscal year and thereafter until further resolution or as may be otherwise changed pursuant to Article IX(b) of the Declaration of Covenants, Conditions and Restrictions.



Steve Flaker, President
Date: 12/6/93



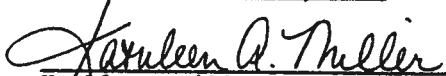
Roxanne Flaker, Treasurer
Date: 12/6/93



Steve Frame, Vice President
Date: 12-6-93



Carol Maier, Member-at-Large
Date: Dec. 6, 1993



Kathleen Miller, Secretary
Date: 12/6/93

AFTER RECORDING RETURN TO:
Robert D. Greaves
Meyer & Wyse
900 S.W. Fifth Ave., Ste. 1900
Portland, OR 97204

**CHANGES IN RESTRICTIONS
STODDARD HOMEOWNERS ASSOCIATION**

Washington County, Oregon

WHEREAS, a Declaration of Covenants, Conditions and Restrictions (the Declaration) was recorded March 27, 1974 in Book 968, Pages 207-222 in the Records of Deeds, Washington County, Oregon; and

WHEREAS, the Declaration provides at Article X(c) that it may be changed or modified at any time by a written agreement executed by the Stoddard Homeowners Association (the Association) acting by its President and Secretary under authority of a Resolution to that effect adopted by a majority of seventy-five percent (75%) or more of the votes cast in favor of such resolution at a meeting of the members of the Association called for that purpose upon such notice to said members as may be prescribed by the Bylaws of the Association; and

WHEREAS, ORS 65.222, pertaining to nonprofit corporations provides, in part, that

"65.222 Action by written ballot. (1) Unless prohibited or limited by the articles or bylaws, any action which may be taken at any annual, regular or special meeting of members may be taken without a meeting if the corporation delivers a written ballot to every member entitled to vote on the matter."

and

WHEREAS, there is no prohibition or limitation in the Association's articles or bylaws to action by written ballot; and

WHEREAS, on November 17, 1993, a written ballot pursuant to ORS 65.222 was duly taken pursuant to the procedure and requirements of ORS 65.222 and such ballots were 88 percent in favor of the following amendments to the Declaration; and

NOW, THEREFORE, pursuant to the authority vested in the President and Secretary of the Association by the Declaration and by said written ballot, the following changes in said Declaration are hereby declared:

Article IX, paragraph (b) of the Declaration shall be amended to read as follows:

"(b) Said annual charge or assessment, when imposed, shall be upon and against each building site subject thereto and the whole

thereof; the amount thereof shall be determined annually by the Board of Directors but shall not exceed three (\$3.00) dollars per month per building site unless three-fifths (3/5) majority of the members entitled to vote vote to increase the same either at the annual or special meeting called for that purpose."

The first two sentences of Article IX, paragraph (d) of the Declaration shall be amended to read as follows:

"(d) Each such annual charge or assessment shall be fixed in advance on or about the 1st day of July of each year, or any such other time as may be approved by a three-fifths (3/5) majority of the members entitled to vote, covering the ensuing twelve months ending the 30th day of June of the following year. Each such charge or assessment shall be due and payable on the 15th day of November in the year in which it is fixed, or in two (2) equal semi-annual installments on the 15th day of November as provided above and on the 15th day of May of the following year, and if not then or theretofore paid shall thereafter be delinquent and bear interest at the rate of eight percent per annum."

The remainder of Article IX, paragraph (d) shall remain unchanged.

DATED this 6 day of DECEMBER, 1993.

STODDARD HOMEOWNERS ASSOCIATION

By Steve Flaker
Steve Flaker, President

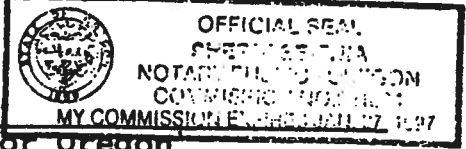
By Kathleen A. Miller
Kathleen Miller, Secretary

STATE OF OREGON)
County of Washington) ss.

On this 6th day of December, 1993, personally appeared before me STEVE FLAKER who, being first duly sworn, did say that he is the President of Stoddard Homeowners Association, a corporation,

and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be its voluntary act and deed.

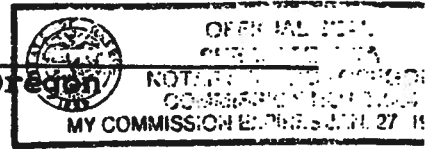
Sheri Sefton
Notary Public for Oregon



STATE OF OREGON)
) ss.
County of Washington)

On this 6th day of December, 1993, personally appeared before me KATHLEEN MILLER who, being first duly sworn, did say that she is the Secretary of Stoddard Homeowners Association, a corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and she acknowledged said instrument to be its voluntary act and deed.

Sheri Sefton
Notary Public for Oregon





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I, Richard Hobernicht, 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.

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



After Recording Return to:

STODDARD HOMEOWNERS ASSOCIATION
PO BOX 5254
ALOHA, OR 97006

**RECORD OF ACTION OF BOARD OF DIRECTORS
of
STODDARD HOMEOWNERS ASSOCIATION**

WHEREAS, on October 12, 2013, a written ballot was taken of the members of the Association eligible to vote pursuant to the procedures and requirements of the Declaration of Covenants, Conditions and Restrictions (recorded on or about March 27, 1974, in Book 968, pages 207-222), Changes in Restrictions Stoddard Homeowners Association (Doc: 94056524, Recorded on 06/10/1994), Record of Action of Board of Directors of Stoddard Homeowners Association (dated 6 December 1993) and Oregon Revised Statutes Chapter 94 and

WHEREAS, sixty-one percent (61%) of such ballots were in favor of an increase in the annual charge or assessment provided in the Declaration, Section IX(b);

IT IS HEREBY RESOLVED that pursuant to the authority vested in the Board of Directors, the annual charge or assessment shall be \$120 for each single family residence and \$60 for each townhouse apartment effective immediately for the 2014-15 fiscal year and thereafter until further resolution or as may be otherwise changed pursuant to Article IX(b) of the Declaration of Covenants, Conditions and Restrictions.

DATED this 2 day of JULY, 2015.

By: Gordon Miller
Gordon Miller, President, for Association

DATED this 2 day of July, 2015.

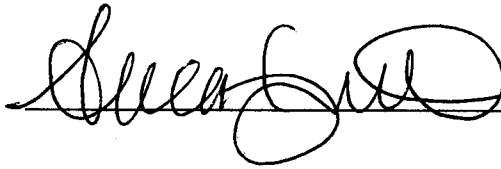
By: Michelle Woerner
Michelle Woerner, Vice President, for Association

STATE OF OREGON)
) ss.

COUNTY OF Washington

On this 2nd day of July, 2015, personally appeared before me, Gordon Miller, known to me to be the President for Stoddard Homeowners Association, an Oregon non-profit corporation, and executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the instrument.

DATED this 2nd day of July, 2015.

 (Signed)

Anna Gerhardt (Print Name)

Notary Public, State of Oregon

Residing at Aloha, Oregon
My commission expires: April 30th 2017

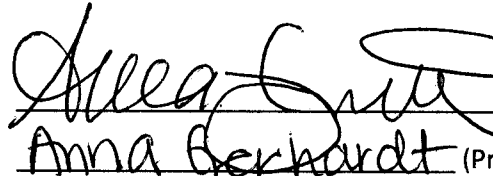


STATE OF OREGON)
) ss.

COUNTY OF Washington

On this 2nd day of July, 2015 personally appeared before me, Michelle Woerner, known to me to be the Vice President for Stoddard Homeowners Association, an Oregon non-profit corporation, and executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the instrument.

DATED this 2nd day of July, 2015.

 (Signed)
Anna Gerhardt (Print Name)

Notary Public, State of Oregon

Residing at Aloha, Oregon
My commission expires: April 30th 2017

