SEWELL STATION HOMEOWNERS' ASSOCIATION

Hillsboro, Oregon

ASSOCIATION MEMBERS' HANDBOOK

November 1984 Edition

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Sewell Station
Homeowners Association

Hillsboro, Oregon 97124

Dear Association Member:

We would like to welcome you to the Sewell Station Homeowners' Association. The Association was created by the SEWELL STATION DEVELOPMENT COMPANY, INC., on January 19, 1976. It was established to protect the rights and privacy of all of us who reside in Sewell Station.

As a newcomer to the area, you may have questions which are not addressed in the attached documents. Please feel free to contact any one of the Association Board of Directors if you desire additional information. We invite you to become involved in the Association by attending the meetings that are periodically announced to you by mail. We also encourage you to share any new ideas you may have for improving the quality of our neighborhood. You may even wish to consider serving as a Board Member at some time in the future. The Directors volunteer their time and are appointed to the Board through an electoral process.

Again, we wish to welcome you, and we are pleased that you have chosen to make your home in Sewell Station. We look forward to seeing you at the next meeting of the Association.

SEWELL STATION HOMEOWNERS' ASSOCIATION
BOARD OF DIRECTORS

William A. Morse, President
November 2, 1984

16986

PROTECTIVE COVENANTS, DECLARATIONS AND RESTRICTIONS FOR SEWELL STATION

Hillsboro, Oregon

TO: The Public

THIS DECLARATION made this _____ day of _____

by SEWELL STATION DEVELOPMENT CO., INC., hereinafter called "Declarant."

WITNESSETH

WHEREAS, Sewell Station Development Co., Inc., an Oregon corporation, hereinafter called the "Declarant", is the owner of real property in the City of Hillsboro, County of Washington, State of Oregon, known as Sewell Station, a plat of record in the office of the County Recorder of Washington County; and

WHEREAS, Declarant will convey the said property, subject to certain protective covenants, conditions and restrictions as hereinafter set forth; and

WHEREAS, the power to enforce said covenants, conditions and restrictions is in the Sewell Station Home Owners Association, a non-profit corporation organized under the laws of the State of Oregon, hereinafter referred to as The Association.

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

ARTICLE I - - DEFINITIONS

Section I.01. "Association" shall mean and refer to Sewell Station Home Owners Association, its successors and assigns.

Section I.02. "Property" shall mean and refer to that certain herein-described property, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section I.03. " Common Area" shall mean all real property owned by the Association for the common use and enjoyment of all the members of the Association. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: Sewell Station, Tracts A,B,C,D and E F. When future phases of development are platted, additional common area tracts will be conveyed to the Association.

Section I.04. "Lot" shall mean and refer to any plat of land shown upon the recorded plat with the exception of the common area.

Section I.05. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section I.06. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any lot, including persons or entities selling on contract, but excluding those having interest merely as security for the performance of an obligation, occupy premises as a lessee or tenant of the owner.

Section I.07. "Declarant" shall mean and refer to Sewell Station Development Co., or its successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of construction of streets, waterlines, sewer lines, storm sewer and sidewalks, thus creating a developed building lot.

Section 1.08. "Dwelling Unit" and "Garage" shall include both the main portion of any structure intended to be occupied by one family as a dwelling and all projections therefrom but shall not include the eaves of such structures, nor uncovered front porches or steps.

Section 1.09. "Building Site" shall mean and refer to a Lot, or to any parcel of said property under one ownership which consists of a portion of one of such lots or contiguous portions of two or more contiguous lots if a building is constructed thereon.

Section 1.10. "Set back" means the minimum distance between the dwelling unit or other structure referred to and a given street or road or lot line.

ARTICLE II - - PROPERTY SUBJECT TO SEWELL STATION DEVELOPMENT

Section 2.01. Sewell Station Initial Development. Existing property:

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this declaration is located in Washington County, as more particularly described as follows:

All that certain real property situated in the County

of Washington, State of Oregon, more particularly described as follows:

Specific real property subject to development phase No. 1:

Beginning at a point which bears 189.25 feet North and 867.52 feet West of the Southwest Corner of the D. H. Delknap D.L.C. No. 43 In Section 32, T1N, R2W, N.M., Washington County, Oregon; Thence from the initial point N89°37'30"E, 441.50 feet to the Northwest corner of lot 36 Jeaned Oaks, a plat of record in said Section 32; Thence S0°28'00"E along the West

Line of said lot 36 and the extension thereof 127.38 feet; Thence N89°37'30"E, 2.12 feet; Thence S0°18'30"E along the West line of lot 5, Block 3 Sunny Acres, a plat of record in said Section 32 and the extension thereof 233.41 feet to the South line of said Block 3; Thence N89°16'50"E along said South line Block 3, 294.08 feet to the intersection of the Northwest Right-of-way of Oregon Electric Railway (Now Burlington Northern); Thence along said Right-of-way the following courses: 1939.53 foot radius curve (the center of which bears Southeasterly and the long cord of which bears S60°25'00" 306.41 feet) 306.73 feet along a spiral curve to the left (the long cord of which bears S54°52'45"W 101.10 feet, 101.20 feet, S53°54'45"W, 147.73 feet; Thence N11°45'00"W, 61.14 feet; Thence S78°15"00"W, 25.00 feet; Thence N11°45'00"W, 50.50 feet; Thence S78°15'00"W, 90.00 feet; Thence N11°45'00"W. 50.50 feet; Thence S78°15'00"W, 24.00 feet; Thence N16°19'40"W, 50.16 feet; Thence N11°45'00W, 103.00 feet; Thence N5°30'15"E, 73.73 feet; Thence N16°49'55"W, 326.55 feet; Thence N10°42'55"W, 52.57 feet; Thence S83°05'55"W, 5.00 feet; Thence N0°22'30"W, 49.00 feet to the point of beginning.

The following property is subject to future phases of development:

Beginning at a point which bears 189.25 feet North and 867.52 feet West of the Southwest Corner of the D.H. Delknap D.L.C. No. 43 in Section 32, T1N, R2W, W.M., Washington County, Oregon; Thence S0°22'30"E, 49.00 feet; Thence N83°05'55"E, 5.00 feet; Thence S10°42'55" E, 52.57 feet; Thence S16°49'55"E, 326.55 feet; Thence S5°30'15"W, 73.73 feet; Thence S11°45'00"E, 103.00 feet; Thence S16°19'40"E, 50.16 feet; Thence N78°15'00"E, 24.00 feet; Thence S11°45'00"E, 50.50 feet; Thence N78°15'00"E, 90.00 feet; Thence S11°45'00"E, 50.50 feet; Thence N78°15'00"E, 25.00 feet; Thence S11°45'00"E, 61.14 feet to the Northwesterly Right-of-way of the Oregon Electric Railway (Now Burlington Northern); Thence along said right-of-way S53°54'45"W, 597.32 feet to the center line intersection of NE 24th Avenue (Now Vacated); Thence N 0°57'30"W, 597.22 feet; Thence along an arc of a 100 foot radius curve (the center of which bears Northwesterly and the long cord of which bears N21°49'40E, 77.46 feet) 79.54 feet to the Easterly line of said NE 24th Avenue; Thence along said Easterly line N0°58'00"W, 333.24 feet to the Northwest corner of Lot 44 Jeaned Oaks, a plat of record in said Section 32; Thence N89°37'30"E, 199.79 feet to the point of beginning.

all of which real property shall hereinafter be referred to as existing property.

Such general plan of development shall show the proposed additions to the existing property and contain (1) a general indication, size and location of the additional development stages and proposed land uses in each; (2) the approximate size and location of common properties proposed for each stage; (3) the general nature of the proposed common facilities and improvements; (4) a statement that the proposed additions, if made, will become subject to assessment for their just share of association expenses; and (5) a schedule for termination of the developer's rights under the provisions of this subsection to bring additional development stages within the scheme, with all being subject to modification by appropriate governmental agencies.

Unless otherwise stated therein, such general plan shall not bind the Declarant, his successors and/or assigns, to make the proposed additions or to adhere to the plan if any subsequent development of the land shown thereon and the general plan shall contain a conspicuous statement to this affect. The additions authorized under this and the succeeding sections, shall be made by filing of record a SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS WITH RESPECT TO THE ADDITIONAL PROPERTY WHICH SHALL EXTEND THE SCHEME OF THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION TO SUCH PROPERTY.

Such supplementary declaration may contain such complementary and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplementary declaration revoke, modify, or add to the Covenants established by this Declaration with the existing property.

(B) Other Additions. Additional residential property

and common area outside the property described herein may be annexed to the properties with the consent of 2/3 of the Class A members and 2/3 of the Class B members, if any, at a meeting duly called for this purpose. Written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

ARTICLE III -- THE SEWELL STATION ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS OF SAID ASSOCIATION

Section 3.01. Organization. The Association is a non-profit membership corporation charged with the duties and empowered with the rights set forth herein. The organization was created by the Articles of Incorporation and its affairs shall be governed by the Articles and By-Laws.

Section 3.02. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any lot which is subject by Covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation, shall not be a member. Membership shall be appertenant to and may not be separated from the ownership of any lot subject to assessment by the Association. Fee simple ownership of such lot shall be the sole qualification for membership.

Section 3.03. Voting Rights. The Association shall have two classes of voting membership as follows:

CLASS A -- Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all all such persons shall be members. The vote for

such lot shall be exercised as they among themselves determine, and in no event shall more than one vote be cast with respect to any lot.

CLASS B -- Class B members shall be the Declarant and shall be entitled to three 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 first: (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or no later than five years from the date of recording the Covenants and Restrictions as appears herein.

ARTICLE IV -- PROPERTY RIGHTS

Section 4.01 Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appertenant to and shall pass with the title of every lot subject to the following provisions:

(A) The right of the Association to limit the number of guests or members.

(B) The right of the Association to charge reasonable admission and other fees for the use of any recreational facitity situated upon the common area.

(C) The right of the Association in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage said property, and the right of such mortgagee in said properties shall

be subordinate to the rights of the home owners hereunder. In the event of a default upon said mortgage, the lender's rights hereunder shall be limited to a right after taking possession of said properties to charge admission and other fees as a condition to continued enjoyment of the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such property shall be returned to the Association and all rights of the members hereunder shall be fully restored.

(D) The right of the Association to suspend the voting rights and right to use of the recreational facilities by any owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for an infraction of its published rules and regulations.

(E) The right of the Association to dedicate or transfer all or any part of the common properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided no such dedication or transfer, determination as of the purposes or as of the conditions thereof, shall be effective unless an instrument signed by members entitled to cast 2/3 of the vote for each class of membership has been duly recorded, agreeing to such dedication or transfer and

Unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance of any action taken.

(F) Title to the Common Areas. The Declarant hereby convenants for itself, its heirs and assigns, that it will convey to the Association fee simple title to the Common Areas.

Section 4.02. 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.

Section 4.03. Declarant, successor or assign may require the owner of any lot to execute any and all necessary documents required to create an easement of Ingress and Egress to the Declarant or to the Directors of the Home Owners Association. Said easement shall be an easement of necessity which shall be granted for any lawful or necessary purpose and shall exist for the life of the building constructed on said owner's lot. Said easement of Ingress and Egress shall be appurtenant to and shall pass with the title to each lot.

Section 4.04. Other Easements. Easements for installation, maintenance of utilities, and drainage facilities are shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may damage, interfere, or change the direction of flow of drainage facilities and the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Home Owners Association and the common areas shall also be maintained by the Association, except for those improvements which a public authority or utility company is responsible.

No dwelling unit and/or structures of any kind shall be built, erected or maintained upon any such easements, reservation or right-of-way, and said easements, reservations and rights-of-way, shall, at all times, be opened and accessible to public and quasi public utility corporations, and other persons erecting, constructing, or servicing such utilities and quasi-utilities and to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any purpose for which said easements, reservations, and rights-of-way are hereby reserved, and may hereinafter be reserved.

Section 4.05.

There shall be appertenant easements of access to all private streets in favor of the City of Hillsboro or its successors for the use of city personnel and equipment on city business.

Section 4.06. The Directors of the Association may, from time to time, and subject to the provisions of the Home Owners Association Rules, adopt, amend or repeal rules and regulations to be known as the "Sewell Station Rules" governing among other things (1) the use of common area, (2) the use of roads; (3) the collection and disposal of refuse; (4) the burning of open fires; and (5) the maintenance of animals within Sewell Station. With respect to the use of common areas, the Directors of the Home Owners Association may, without limitation and to the extent necessary by the association, in order to preserve the benefits of Sewell Station for all owners, their families, invitees, licensees, and lessees, and for guests restrict and/or govern the use of common areas and recreational facilities by any guests, owner, by the family of such owner, or by any invitee, licensee, or lessee of such owner, provided, however, that with respect to use of common area and public recreational familities, the Directors of the Association may not discriminate between guests, owners and their families, and lessees of the owners. With respect to the use of rules, the Directors of the Association may, without limitation, provide for parking restrictions and limitations; maximum speeds for vehicular travel; the time or times when commercial vehicles may be permitted to use of the roads and the type or types of vehicles other than conventionally equipped passenger automobiles which may be permitted to use the roads.

A copy of "Sewell Station Rules" as they may from time to time be adopted, amended or repealed, certified by the secretary or other assistant secretary of the Association, shall be recorded in the Minutes of Records of the Home Owners Association and duplicate copies thereof shall be delivered to each owner. Upon such recordation and delivery of the Sewell Station Rules, they shall

have the same force and effect as if set forth in and were made a part of the Sewell Station Declaration of Covenants, Declarations and Restrictions.

Section 4.07. Other Easements. The Board of Directors of the Association retains the right to grant temporary or permanent easements over all the common areas during all the developmental phases of Sewell Station.

ARTICLE V -- COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 5.01. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special 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 assessment is made. Each such assessment, together with costs, interest, 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. The personal obligation for delinquent assessments shall not pass to his successors and title unless expressly assumed by them.

Section 5.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare of the residents in the properties of Sewell Station and, in particular, for the improvement and maintenance

of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties and of the dwelling units situated upon said property including, but not limited to, the payment of tax, and insurance thereon, and repairs, replacement and additions thereto and for the costs of labor, equipment, materials and management and supervision thereof.

Section 5.03. Basis and Maximum of Annual Assessments. Until Jan. 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be _____ dollars ($) per Lot or Dwelling Unit.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot or Dwelling Unit to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding _____ years and at the end of each such period of _____ years, for each succeeding period of _____ years, provided that any such change shall have the assent of 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, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is

authorized to participate under its Articles of Incorporation.

Section 5.04. Special Assessments for Capital Improvements. In addition to the annual 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 or reconstruction, unexpected repair or replacement of a described capital improvement and/or adjacent street or road improvement, upon the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of membership who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5.05. Notice for the Action Authorized Under Sections 5.03 and 5.04. Written notice of any meeting called for the purpose of taking any action by members authorized under Sections 5.03 and 5.04, shall be sent to all members not less than 30 days, nor more than 60 days in advance of the meeting.

Section 5.06. Rate of Assessment. Annual and special assessments may be levied at various rates for all lots, and these assessments may be collected on a monthly basis.

A. Lot owners on lots 1,2,3,4,5,6,7,8,9,10,16,17,18,19,20,21 and 22 Sewell Station will be levied a special assessment to maintain and repair private streets which abut said lots.

B.. Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum special assessment shall be TWELVE dollars ($12.00) per Lot or Dwelling Unit for lots abutting private streets.

Section 5.07. Date of Commencement of the Annual Assessments: Due dates. Annual assessments provided for herein shall commence as to all lots in each tract on the first day of the month following the conveyance of title for the first lot to an owner from the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall affix the amount of the annual assessment against each lot at least 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 date shall be extablished by the Board of Directors. The

Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified lot have been paid. The Association shall, on or before February 15 of each year, cause to be recorded in the office of the County Recorder, Washington County, a list of delinquent assessments as of that date.

Section 5.08. Any assessments which are not paid within 30 days after the due date shall bear interest from the due date at the rate of 6% per annum. The Association may bring any 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 abandonment of his lot. In the event the association exercises any of its legal remedies, the Association shall also be entitled to recover its cost and reasonable attorney fees in prosecution of the matter in addition to the amount of the delinquent assessment together with accrued interest.

Section 5.09. Subordination of the Lien to First Mortgage. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage encumbering the residential unit upon which it is levied. The sale or transfer of any lot or dwelling unit shall not affect the assessment lien; however, the sale or transfer of any lot or dwelling unit which is subject to any first mortgage, pursuant to a decree of foreclosure upon such first mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall release such lot or dwelling

unit from liability for any assessment thereafter becoming due or from a lien thereof.

Section 5.10. The Exempt Property. The following properties subject to this declaration shall be exempt from the assessments created herein; (a) all properties dedicated to and accepted by a local public authority; (b) the common area; and (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Oregon. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 5.11 Private Street Maintenance. The City of Hillsboro has the right to notify the Home Owners Association of reasonable maintenance that may be required on the private streets within Sewell Station Subdivision.

Now, therefore, in consideration of the mutual promises herein described and made, the parties hereby agree as follows:

A. The City Engineer shall from time to time inspect the private streets within Sewell Station Subdivision to determine whether reconstruction, repairs, or maintenance shall be necessary.

B. When the City shall determine that reconstruction, repair or maintenance is necessary it shall inform Homeowners' Association in writing of that determination and identify, in that same writing, those repairs or items of work determined by the City to be necessary to bring the street into good condition.

C. From the date of mailing of the written notice described in B. above, Homeowners' Association shall be allowed one year to complete such repairs or other work.

D. The City Engineer shall be the judge of the satisfactory nature of the performance of the work ordered, and he may, upon finding work unsatisfactory, order such additional or corrective work as he may determine to be necessary.

E. In the event Homeowners' Association disputes the orders of the City or the City Engineer, as described above, the parties shall arbitrate

the dispute in the following manner:

(1) City and Homeowners' Association shall each select a registered engineer. The two engineers shall select a third engineer. The three engineers so chosen shall constitute the arbitration panel.

(2) The arbitration panel shall hear such evidence and make such inspections as it shall deem necessary, and determine whether street work is necessary and, if work is necessary, the character and extent of work required.

F. Homeowners' Association shall be responsible for selecting a contractor and providing supervision, labor and material for the work ordered.

G. In the event the Homeowners' Association should fail to perform the repairs required under paragraphs A through E above, within one year of the notice described in paragraph B above, the City Engineer shall prepare the engineering plans and specifications necessary for the accomplishment of the appropriate work and submit them to the City Council for approval, and upon the Council's giving its approval, the Council shall then call for bids for the work, and it may award a contract for the work to the bidder providing the bid to be in the best interest of the public.

H. In the event City shall contract for the performance of the work, as permitted in paragraph G, the Homeowners' Association shall pay to the City of Hillsboro immediately upon the City's demand and before the commencement of work, an amount of money equal to the bid

awarded by the City. In the event actual construction cost is different from the bid price, as, for example, if unexpected difficulties create additional costs, or, in the event of a unit-price contract, the number of units exceeds the estimate upon which the bid was given, the Homeowners' Association shall pay to the City such additional sums immediately upon the submission to the City of the contractor's statement for such sum s, and the City's transferral of the statement to the Homeowners' Association.

I. In the event all of the payments required of the Homeowners' Association have not been made within 60 days from the date of the City's demand, the City then shall have the right to charge to the owners of the lots listed below, and to collect from them, as a special assessment, the amount expended or incurred by the City and unpaid by the Homeowners' Association. The procedures of Chapter XXIX of the Amended Charter of the City of Hillsboro, to the extent they are not superseded by the terms of this specific agreement, shall govern the method of assessment and the docketing of the liens and collection of the amounts assessed. The properties against which assessment may be made and against which the City may assert liens are the following lots within Sewell Station Subdivision: Lots 1,2,3,4,5,6,7,8,9,10,16 17,18,19,20,21 and 22. The lots listed above are those which abut the private streets within the subdivision. The cost of the work described herein shall be borne proportionately by the abutting properties.

That is, each property shall be charged for that fraction of the total cost which bears the same relationship to the total cost that the abutting footage of the lot bears to the total abutting footage of all of the properties specifically listed in this paragraph.

ARTICLE VI -- PARTY WALLS

Section 6.01. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon the properties and placed on the dividing lines between the lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to the negligence for willful acts of omissions shall apply thereto.

Section 6.02. Sharing in Repair and Maintenance. The cost of repair and maintenance of the party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 6.03. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it and if the owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for

negligent willful acts or omissions.

Section 6.04. Weatherproofing. Notwithstanding any other provisions of the article, an owner who, by his negligence or willful act, causes the party wall to be exposed to the elements shall bear the full cost of furnishing the necessary protection against such elements.

Section 6.05. Right to Contribution Runs with the Land. The right of any owner to contribution from any other owner of this article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6.06. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of the article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator and the decision shall be by a majority of all the arbitrators.

ARTICLE VII -- ARCHITECTURAL CONTROL

Section 7.01. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the property, nor shall any exterior addition to or change or alteration therein, including repairing, antennaes, clothes lines or any other external attachments thereof, to be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and locations of the same shall have been submitted to and approved in writing as to the harmony of external design and location to surrounding structures and topography by an architectural committee composed of (3) or more representatives appointed by the board. In the event the architectural committee fails to approve or disapprove such design and location within 30 days after said plans and specifications have been

submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

ARTICLE VIII -- OBLIGATION TO REBUILD

Section 8.01. Damage and Destruction Affecting Residences Duty to Rebuild. If all or any portion of any residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner of said residence to rebuild, repair, reconstruct said residence, in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty.

Section 8.02. Variance in Exterior Appearance and Design. Any owner which has suffered damage may apply to the architectural committee for permission to rebuild or repair of his residence in a manner which will provide for an exterior appearance and design different than that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with a full and complete plan, specifications and working drawings and elevations showing the proposed reconstruction and the end result thereof. The architectural committee shall grant such approval only if the design composed by the owner would result in a finished residence in harmony of exterior design with other residences on the properties. Failure of the architectural committee to act within 30 days after receipt of such a request in writing coupled with drawings and plot plans showing the full and complete nature of the proposed change shall constitute approval thereof.

Section 8.03. Time Limitation. The owner or owners of any damaged residence and the Board of Directors shall be obligated to proceed with all due diligence hereunder and shall commence reconstruction within

three months after the damage occurs and complete reconstruction within six months after the damage occurs, unless prevented by causes beyond their reasonable control.

ARTICLE IX- - EXTERIOR MAINTENANCE

Section 9.01. For the purposes of performing the exterior maintenance authorized, the Association through its duly authorized agents or employees shall have the right, after reasonable notice to the owner, to enter upon any lot at reasonable hours on any day.

Section 9.02. Maintenance of Common Areas and Exterior Maintenance. The Association shall maintain or provide for the maintenance of the Common Areas, and in addition, the Association may, if it so desires, provide exterior maintenance upon and for each Lot subject to assessment hereunder, including, without being limited to, the following: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, landscaped areas, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In the event that the need for such maintenance or repair is caused through the willful or negligent act or omission of the Owner, his family, tenants, guests, or invitees, the cost of such maintenance or repairs may, in the discretion of the Directors, be added to and become a part of the assessment to which such lot is subject, and a lien and enforceable in the same manner. Damage caused by fire, flood, storm, earthquake, riot, vandalism or other causes other than normal wear from use and the elements shall be the responsibility of each owner and not included in any maintenance provided by the Association. Each owner shall be responsible for maintaining and keeping in good order and repair the interior of his own dwelling unit.

Section 10.10. All common areas in association ownership are provided for the use and enjoyment of each member on an equal basis, subject to the following restrictions and those restrictions which may be enacted by the Association.

Section 10.02. It shall be the obligation of each Owner of any Lot or Building Site to keep and maintain the same, and any building now or hereafter located thereon, in proper condition, including the area between his property line and the improved portion of any abutting public curb or street, including sidewalks, if any, through an association of homeowners or otherwise, and to keep and maintain in good condition any common areas owned by any such service association or other association.

Section 10.03. No business of any kind shall be conducted on any residence lot with the exception of the business of Declarant's transferees in developing all the lots as set forth on the plat, except the Board of Directors of the Home Owners Association at its sole discretion may grant a temporary license for non-residential use or business activity.

Section 10.04. No noxious or offensive activity shall be carried on, in or upon any lot of the Common Area nor shall anything be done therin which may be or become an annoyance or nuisance to other owners.

Section 10.05. All common planting areas are to be maintained by the Association and no changes in landscaping, removal or trimming of trees, lawns or shrubs will be permitted without the written authorization of the Board of Directors.

Section 10.06. All walks, pedestrian paths, bikeways and driveways are for the use of members on an equal basis. It shall be the responsibility of each member to allow maximum ease of pedestrian and vehicular Ingress and Egress over walks, pedestrian paths, bikeways and driveways.

Section 10.07. Storage or parking of trailers, boats and campers is prohibited in the common area and storage and parking shall be located in a designated area for said use, per the recorded plat and designated as Tract "B".

Section 10.08. No sign of any kind shall be displayed in public view on any lot or the common area without the prior written consent

of the Association except customary name and address signs and lawn signs of not more than five square feet in size advertising the property for sale or rent.

Section 10.09. Installation of radio or television antennaes is prohibited on the exterior of the buildings.

Section 10.10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot of the common area other than a maximum of two household pets may be kept on lots subject to rules and regulations adopted by the Association provided they are not kept, bred or maintained for any commerical purpose. Dogs shall be controlled as provided by Ordiance of the City of Hillsboro. Cats and other pets shall be confined to the dwelling or rear portion of that lot and not permitted to run free or otherwise to become a nuisance or source of annoyance to other residents. That any dispute as to the raising or keeping of domestic dogs, cats, or caged pet birds, shall be submitted to the Association Directors and a decision of the Directors in such matters shall be final.

Section 10.11. No rubbish, trash, garbage or other waste materials shall be kept or permitted on any lot or common area except in sanitary containers located in appropriate areas, screened and concealed from view.

Section 10.12. The Association Directors will have jurisdiction over the activities permitted in the common use areas. All disputes, complaints or matters of change and existing use restrictions will be submitted to the Association Directors for arbitration. Judgement of the Board of Directors shall be final and binding as to all parties concerned.

Section 10.13. The Directors of the Home Owners Association, at its option, shall have the power and right at all times, after reasonable notice to the owner or any occupant, of the premises for the account of the owner, to abate and correct any violation of these stated declaration of restrictions as it relates to the owners obligation to maintain the exterior of his residential unit and improvements thereon and to keep said lot or parcel and any residential building improvement thereon in neat and good order to conform with the general and attractive character of the area. Any and all expenses incurred by the Directors of the Home Owners Association, pursuant to this section, shall be a charge and a lien against the residential unit, and shall in addition thereto become the personal obligation of the owner thereon.

Section 10.14. Parking shall be limited exclusively to those areas designated for parking. Said parking area shall not be on a private street, but in driveway areas and garages. Each dwelling unit shall have a two car garage with two additional parking spaces provided in the driveway.

Section 10.15. Building Restrictions.

(a) No buildings shall be constructed on the northerly 10 feet of Lots 3,4,8 & 9 Sewell Station, Washington County, Oregon and further, no buildings shall be constructed on the Easterly 5 feet of Lots 9, 10, 11, 14 and 15 Sewell Station, Washington county, Oregon.

(b) Front Yard: A front yard set back of ten feet shall be maintained from property line to building.

(c) Side Yard: No side yard set backs shall be required, except on corner lots a side yard shall be at least ten feet on the side abutting the street or any property abutting a separate zone. The sum of side yard distance between buildings on lots of separate ownership not protected by fire walls shall be ten feet.

(d) Rear Yards: A rear yard set back of five feet shall be required. A distance of ten feet shall be required between a structure and the property line of other private singular ownership, except on corner lots that distance shall be ten feet.

(e) Height Restriction: Maximum height of a structure shall be two and one half stories or thirty five feet which ever is less.

(f) Lot Coverage: Maximum area that may be covered by the dwelling sturcture and accessory buildings shall not exceed sixty percent of the total area of tne lot.

ARTICLE XI - - EASEMENTS

All conveyances of land situate in the said Property, made by the Declarant, and by all persons claiming by, through, or under the Declarant, shall be subject to these covenants, conditions and restrictions, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therin, mutual and reciprocal easements over and across and under all Common Areas and over, across and under, all land situate within 5 feet of the side and rear lines of each Lot or Building Site now or hereafter recorded or platted or conveyed by recorded instrument in said Property (except that the side and rear line easement shall be 10 feet along the perimeter of this subdivision), and excepting that any portion of said property which may now or hereafter be occupied by a residence or other building, shall not thereafter be subject to any easement except to the extent theretofore applied to use, for the purpose of building, constructing and maintaining thereon underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio or television cables and other services now or hereafter commonly supplied by public utilities or municipal corporations, all of said easements shall be for the benefit of all present and future owners of property subjected to the jurisdiction of the Association by covenants and restrictions recorded and approved as hereinabove provided;

said easements however shall not be unrestricted, but shall be subject to reasonable rules and regulations governing rights of use as adopted from time to time by the Directors of the Association in theinterests of securing maximum safe usage of said property without unduly infringing upon the rights or privacy of the owner or occupant of any part of said property. (See also easement for encroachments specified in Article VII). Provided further that if any two or more lots or fraction of one or more lots shall be developed for one building as a single tract or building site, then said easements shall thereafter be located on the area within five (5) feet of the side and rear lines of said building site; if there has been an application to use of such easement prior to development of such lots or fraction of one or more lots to such a building site, then, subject to the approval of the Association, such easement may be relocated, but any expense involved in moving any sewer or storm lines or other utility lines shall be borne by the Owner of the lot or building site, the development of which requires movement of such lines; and a further mutual and reciprocal easement for sidewalk purposes is granted and reserved over and across the front ten (10) feet of each Lot in said property, and over all Common Areas in said property, for the purpose of constructing and maintaining and repairing sidewalks for the benefit of the residents of said property, their tenants and guests, subject however, to rules and regulations reasonable restricting the right of use thereof for the safety and welfare of the public as may be promulgated from time to time by the Association and/or public authority. A corner lot shall be considered to have two front sides and purposes of this sidewalk easement. The "front" of a Lot shall be deemed to be only that portion of a lot abutting a public street or highway, and the sidewalk easement herein granted and reserved shall not be deemed to include a dwelling lot which abuts a common area or private road or driveway only and does not directly abut a public street or highway.

ARTICLE XII - - GENERAL PROVISIONS OF THE FHA

Section 12.01. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 12.02. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 12.03. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Section 12.04. No Right of Reversion. Nothing herein contained in this Declaration, or in any form of deed which may be used by Declarant, or its successors and assigns, in selling said 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 hereof.

Section 12.05. Insurance. The owner of every building or dwelling unit located upon any part of said property shall at all times cause the same to be insured with broad form fire and extended coverage insurance for the full replacement value thereof, and shall upon request, cause the insurance company to

furnish the Association with a certificate showing said insurance to be in effect. If any owner fails to furnish the Association with said certificate, the Association may obtain (but it shall not be obligated to do so) such insurance with the proceeds payable to the owner, any mortgages, and to the Association as their respective interests may appear. The Association shall assess the cost of such insurance against the owner, and such assessment shall become a lien and collectable and enforceable in the same manner as all assessments provided for herein.

Section 12.06. Benefit of Provisions: Waiver. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Association, and the owner or owners of any portion of said property, and their heirs and assigns, and each of their legal representatives, and failure by Declarant or by the Association or by any of the property owners or 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.

Section 12.07. Assignment by Declarant. Any or all rights, powers, and reservations of Declarant herein contained may be assigned 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 duties 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 duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Sewell Station Development Co. Inc. alone, so long as it owns any interest in any portion of said property.

Federal Housing Administration or the Veteran's Administration.

(1) Annexation of additional property;

(2) Dedication of common area;

(3) Amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set his hand and seal this 19th day of January, 1976.

SEWELL STATION DEVELOPMENT COMPANY, INC.
an Oregon Corporation

By: Arthur E. Larrance
Arthur E. Larrance, President

FORM No. 24—ACKNOWLEDGMENT—CORPORATION. STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,
County of Washington } ss.
On this 19th *day of* January, *19* 76, *before me appeared* Arthur E. Larrance ~~and~~ ~~both~~ *to me personally known, who being duly sworn, did say that he, the said* Arthur E. Larrance *is the President,* ~~and the said~~ ~~is the Secretary~~ *of* Sewell Station Development Company, Inc. *the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and* Arthur E. Larrance ~~and~~ *acknowledge said instrument to be the free act and deed of said Corporation.*

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

Notary Public for Oregon.
My Commission expires 12/12/78

Filed for record 1-23 1976 at 8:35 A.M. FOM
ROGER THOMSSEN, Director of Records & Elections
By ..... Deputy

RESTRICTIVE COVENANT
TOTAL UNDERGROUND SUBDIVISION

16985

THE UNDERSIGNED, the owner of the real property now platted as Sewell Station Subdivision, which plat is recorded in Book _____, at Page _____, of Plat Records of Washington County, State of Oregon, hereby makes the following (additional) declarations as to limitations, restrictions, and uses to which the lots and/or tracts constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants running with the land for the benefit of all future owners of properties within said subdivision and thereby binding upon all parties and all persons claiming under the undersigned. For the purpose of keeping said subdivision desirable, uniform, attractive, and suitable in design and use:

> No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within this subdivision. All owners of lots or tracts within this subdivision, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities provided.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 19 day of Jan, 1976

SEWELL STATION DEVELOPMENT COMPANY, INC.

Arthur E. Larrance, Pres.
PRESIDENT, SEWELL STATION DEVELOPMENT COMPANY, INC.

NOTARY FOR CORPORATION

STATE OF OREGON)
County of Washington) ss.

On this the 19th day of January, 1976, before me, appeared Arthur E. Larrance, to me personally known, who being duly sworn did say that (he is)(~~they are~~) the said President of the within-named corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and that said Arthur E. Larrance acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this the day and year first in this, my certificate, written.

Deborah S Kelly
Notary Public for Oregon
My Commission expires 12/12/78.

NOTARY FOR INDIVIDUAL OR PARTNERSHIP

STATE OF OREGON)
County of Multnomah) ss.

_____, 19__.

Personally appeared the above named _____ and _____ and acknowledged the foregoing instrument to be their voluntary act. Before me:

Filed for record 1-23 1976 at 8:35 A.M. P.M.
ROGER THOMSSEN, Director of Records & Elections
By N Cop Deputy

_____
Notary Public for Oregon
My Commission expires _____.

1-514

BOOK 1065 PAGE 378

07139

TRANSAMERICA TITLE INSURANCE COMPANY

23-1120

9462

Amendment To The Protective
Covenants, Declarations And
Restrictions For
Sewell Station
Hillsboro, Washington County, Oregon

Dated this 15th day of April, 1977, the Protective Covenants, Declarations and Restrictions are amended to delete Lot 6 SEWELL STATION from any assessments for private street maintenance.

IN WITNESS WHEREOF, the undersigned, being the declarant, herein has hereunto set his hand and seal this 15th day April 1977.

SEWELL STATION HOMEOWNERS ASSOCIATION,
AN OREGON CORPORATION

BY Arthur E. Larrance
Arthur E. Larrance, President

STATE OF OREGON)
) ss.
County of Washington)

April 15, 1977

Before me appeared Arthur E. Larrance, to me personally known, who being duly sworn, did say that he, the said Arthur E. Larrance, is the President of SEWELL STATION HOMEOWNERS ASSN., the within named Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and Arthur E. Larrance acknowledged said instrument to be the free act and deed of said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Kathleen M. Newman
NOTARY PUBLIC FOR OREGON
My commission Expires: 12/28/80

Filed for record 4-21 1977 at 10 19 AM
ROGER THOMSSEN, Director of Records
By A Clinton Deputy

BOOK 1159 PAGE 758

AMENDMENT TO THE PROTECTIVE
COVENANTS, DECLARATIONS AND
RESTRICTIONS FOR
SEWELL STATION
HILLSBORO, WASHINGTON COUNTY, OREGON

Dated this 15th day of April, 1977, the Protective Covenants, Declarations and Restrictions are amended as follows:

Article IV - PROPERTY RIGHTS

Section 4.01(c) The right of the Association in accordance with its Articles and By-laws to borrow money upon consent of all the mortgagees for the purpose of improving the common area and facilities and in aid thereof to mortgage said property, and the right of such mortgagee in said properties shall be subordinate to the rights of the home owners hereunder. In the event of a default upon said mortgage, the lender's rights hereunder shall be limited to a right after taking possession of said properties to charge admission and other fees as a condition to continued enjoyment of the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such property shall be returned to the Association and all rights of the members hereunder shall be fully restored.

Section 5.03(b) From and after January 1 of the year immediately following the conveyance of the first Lot or Dwelling Unit to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two years and at the end of each such period of two years, for each succeeding period of two years, provided that any such change shall have the assent of three-fourths of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

TRANSAMERICA TITLE INSURANCE COMPANY

PB/622

14183

Amendment To The Protective
Covenants, Declarations And
Restrictions For
Sewell Station
Hillsboro, Washington County, Oregon

Dated this 15th day of April, 1977, the Protective Covenants, Declarations and Restrictions are amended to delete Lot 19 SEWELL STATION from any assessments for private street maintenance.

IN WITNESS WHEREOF, the undersigned, being the declarant, herein has hereunto set his hand and seal this 15th day of April 1977.

SEWELL STATION HOMEOWNERS ASSOCIATION
AN OREGON CORPORATION
BY Arthur E. Larrance
Arthur E. Larrance, President

STATE OF OREGON)
) ss.
County of Washington) April 15, 1977

Before me appeared Arthur E. Larrance, to me personally known, who being duly sworn, did say that he, the said Arthur E. Larrance, is the President of SEWELL STATION HOMEOWNERS ASSN. the within named Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and Arthur E. Larrance acknowledged said instrument to be the free act and deed of said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Kathleen M. Newman
NOTARY PUBLIC FOR OREGON
My commission Expires: 12/28/80

INDEXED

Filed for record 5-19 1977 at 2 23 P.M.
ROGER THOMISSEN, Director of Records & Elections
By J. Pritchett Deputy

After recording return to: Arthur E. Larrance/5019 SW Lowell/Portland, Or. 97221

78- 12745

TRANSAMERICA TITLE INSURANCE COMPANY

AMENDMENT TO THE PROTECTIVE COVENANTS,
DECLARATIONS AND RESTRICTIONS
FOR SEWELL STATION II
HILLSBORO, WASHINGTON COUNTY, OREGON

Dated this 10th day of March 1977, the Protective Covenants, Declarations and Restrictions for Section 5.06. Rate of Assessment are amended as follows:

C. Lot owners of lots 35, 36, 37, 38, 39, 40, 47, 48, 49, 50, 51, 52, 53, 54, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71 and 72 Sewell Station II will be levied a special assessment to maintain and repair private streets which abutt said lots.

AB 1960

IN WITNESS WHEREOF, the undersigned, being the declarant, herein has hereunto set his hand and seal this 10th day of March, 1978.

SEWELL STATION HOMEOWNERS ASSOCIATION
AN OREGON CORPORATION
By: Arthur E. Larrance
Arthur E. Larrance, President

State of Oregon)
) ss.
County of Washington)

Before me appeared Arthur E. Larrance, to me personally known, who being duly sworn, did say that he, the said Arthur E. Larrance, is the President of SEWELL STATION HOMEOWNERS ASSN., the within named Corporation and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and Arthur E. Larrance acknowledged said instrument to be the free act and deed of said Corporation.

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

Janice G. Lane
Notary Public for Oregon
My Commission Expires: 10/13/80

After recording return to:
Arthur E. Larrance/5019 S. W. Lowell/Portland, Ore. 97221

STATE OF OREGON
County of Washington } ss

3.00 FA I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records

No. _____
of said County

Witness my hand and seal affixed.
ROGER THOMSSEN, Director of Records & Elections

INDEXED

12745

Deputy

MAR 20 10 18 AM '78

77- 9822

AMENDMENT TO THE PROTECTIVE
COVENANTS, DECLARATION AND
RESTRICTIONS FOR
SEWELL STATION
HILLSBORO, WASHINGTON COUNTY, OREGON

Dated this 15th day of May, 1977, the Protective Covenants, Declarations and Restrictions Section 10.15(d) are amended to allow a four foot rear yard set back for Lot 7.

IN WITNESS WHEREOF, the undersigned, being the declarant, herein has hereunto set his hand and seal this 15th day of May, 1977.

SEWELL STATION HOMEOWNERS ASSOCIATION
AN OREGON CORPORATION

By: Arthur E. Larrance
Arthur E. Larrance, President

AB1538

STATE OF OREGON)
) ss.
County of Washington)

Before me appeared Arthur E. Larrance, to me personally known, who being duly sworn, did say that he, the said Arthur E. Larrance, is the President of SEWELL STATION HOEMOWNERS ASSN., the within named Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and Arthur E. Larrance acknowledged said instrument to be the free act and deed of said Corporation.

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

Kathleen M. Hoerman
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12/28/80

9822

After recording return to: Arthur E. Larrance/5019 SW Lowell/Portland, Or. 97221

STATE OF OREGON } SS
County of Washington

deeds

300 I, Roger Thomason, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records

No. _____
of said County

BOOK 1203 PAGE 297

78- : 8014

TRANSAMERICA TITLE INSURANCE COMPANY

AMENDMENT TO THE PROTECTIVE
COVENANTS, DECLARATIONS AND
RESTRICTIONS FOR SEWELL STATION
HILLSBORO, WASHINGTON COUNTY, OREGON

Dated this 10th day of February, 1978 the Protective Covenants, Declarations and Restrictions are amended to add a portion of Lot 36 Jeaned Oaks, City of Hillsboro, Washington County, State of Oregon described as follows: beginning at the southwest corner of said Lot 36; Thence northerly along the westerly line of Lot 36: 7.00 feet; Thence easterly parallel with the south line of Lot 36: 8.00 feet; Thence southerly parallel with the west line of Lot 36: 7.00 feet to the south line of Lot 36; Thence westerly along said south line to the point of beginning.

Said property to be dedicated to the Sewell Station Homeowner's Association as common open area.

IN WITNESS WHEREOF, the undersigned, being the declarant, herein has hereunto set his hand and seal this 10th day of February 1978.

SEWELL STATION HOMEOWNERS ASSOCIATION
By Arthur E. Larrance
President

STATE OF OREGON)
) ss.
County of Washington)

Before me appeared Arthur E. Larrance, to me personally known, who being duly sworn, did say that he, the said Arthur E. Larrance, is the President of SEWELL STATION HOMEOWNERS ASSN., the within named Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and Arthur E. Larrance acknowledged said instrument to be the free act and deed of said Corporation.

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

Janice M Lane
NOTARY PUBLIC FOR OREGON
My Commission Expires: 10/13/80

After recording return to: Arthur E. Larrance/5019 S. W. Lowell/ Portland, Oregon 97221/

AB 1896

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TRANSAMERICA TITLE INSURANCE COMPANY

Amendment To The Protective
Covenants, Declarations And
Restrictions For
Sewell Station
Hillsboro, Washington County, Oregon

Dated this 15th day of May, 1977, the Protective Covenants, Declarations and Restrictions Section 10.15(a) are amended to allow a six foot rear yard setback for the garage only on Lot 4.

AB16623

IN WITNESS WHEREOF, the undersigned, being the declarant, herein has hereunto set his hand and seal this 15th day of May 1977.

SEWELL STATION HOMEOWNERS ASSOCIATION
AN OREGON CORPORATION

BY Arthur E Larrance
Arthur E. Larrance, President

STATE OF OREGON)
) ss.
County of Washington)

Before me appeared Arthur E. Larrance, to me personally known, who being duly sworn, did say that he, the said Arthur E. Larrance, is the President of SEWELL STATION HOMEOWNERS ASSN., the within named Corporation,

and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and Arthur E. Larrance acknowledged said instrument to be the free act and deed of said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Kathleen M. Gustman
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12/18/80

STATE OF OREGON } SS
County of Washington

deeds

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records

No.
of said County

Witness my hand and seal affixed.
ROGER THOMSSEN, Director of Records & Elections
A Clinton
Deputy

JUN 8 10 09 AM '77

BOOK 1172 PAGE 255

77- 8534

TRANSAMERICA TITLE INSURANCE COMPANY

AB 1512

AMENDMENT TO THE PROTECTIVE COVENANTS,
DECLARATIONS AND RESTRICTIONS FOR
SEWELL STATION
HILLSBORO, WASHINGTON COUNTY, OREGON

Dated this 15th day of May 1977, the Protective Covenants, Declarations and Restrictions are amended as follows:

The distance between all residential buildings in SEWELL STATIONS, Washington County, Oregon, can be no less than six feet.

IN WITNESS WHEREOF, the undersigned, being the declarant, herein has hereunto set his hand and seal this 15th day of May 1977.

SEWELL STATION HOMEOWNERS ASSOCIATION
AN OREGON CORPORATION

By: Arthur E. Larrance
Arthur E. Larrance, President

State of Oregon)
)ss.
County of Washington)

May 15, 1977

Before me appeared Arthur E. Larrance, to me personally known, who being duly sworn, did say that he, the said Arthur E. Larrance, is the President of SEWELL STATION HOMEOWNERS ASSN., the within named Corporation and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and Arthur E. Larrance acknowledged said instrument to be the free act and deed of said Corporation.

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

Notary Public for Oregon
My Commission Expires: 12/28/80

After recording return to:
Arthur E. Larrance/5019 SW Lowell/Portland, Or. 97221

BOOK 1201 PAGE 300

STATE OF OREGON
County of Washington } ss

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records

No.
of said County

Witness my hand and seal affixed.
ROGER THOMSSEN, Director of Records & Elections

Deputy

INDEXED SEP 19 2 20 PM '77

Section 5.04. Special Assessments For Capital Improvements. In addition to the annual 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 or reconstruction, unexpected repair or replacement of a described capital improvement and/or adjacent street or road improvement, upon the common area, including the necessary fixtures and personal property related thereto, provided than any such assessment shall have the assent of three-fourths of the votes of each class of membership who are voting in person or by proxy at a meeting duly called for this purpose.

IN WITNESS WHEREOF, the undersigned, being the declarant, herein has hereunto set his hand and seal this 15th day of April 1977.

SEWELL STATION DEVELOPMENT CO. INC.
AN OREGON CORPORATION

BY: Arthur E. Larrance

Arthur E. Larrance, President

STATE OF OREGON)
) ss.
County of Washington)

April 15, 1977

Before me appeared Arthur E. Larrance, to me personally known, who being duly sworn, did say that he, the said Arthur E. Larrance, is the President of Sewell Station Development Co. Inc., the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Arthur E. Larrance acknowledged said instrument to be the free act and deed of said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Kathleen M. Newman
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12/28/80

After recording return to: Arthur E. Larrance/5019 SW Lowell/Portland, Or. 97221

INDEXED

Filed for record 3-19 1977 at 2:23 P.M.
ROGER THOMSSEN, Director of Records & Elections
By [illegible] Deputy

BOOK 1167 PAGE 221

TRANSAMERICA TITLE INSURANCE COMPANY

A3/664

Amendment To The Protective
Covenants, Declarations And
Restrictions For
Sewell Station
Hillsboro, Washington County, Oregon

Dated this 15th day of May 1977, the Protective Covenants, Declarations and Restrictions are amended to delete Common Area Tract F SEWELL STATION Common Area. Said Area to be deeded to the most convenient existing or future platted lots.

IN WITNESS WHEREOF, the undersigned, being the declarant, herein has hereunto set his hand and seal this 15th day of May 1977.

SEWELL STATION HOMEOWNERS
ASSOCIATION
AN OREGON CORPORATION

BY Arthur E. Larrance
Arthur E. Larrance, President

STATE OF OREGON)
) ss.
County of Washington)

Before me appeared Arthur E. Larrance, to me personally known, who being duly sworn, did say that he, the said Arthur E. Larrance, is the President of SEWELL STATION HOMEOWNERS ASSN the within named Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and Arthur E. Larrance acknowledged said instrument to be the free act and deed of said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Kathleen M. Newman
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12/28/80

STATE OF OREGON } SS
County of Washington

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records

No.
of said County

Witness my hand and seal affixed.
ROGER THOMSSEN, Director of Records & Elections
Deputy

INDEXED

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BOOK 1172 PAGE 256

77- 751

AMENDMENT TO THE PROTECTIVE COVENANTS,
DECLARATIONS AND RESTRICTIONS FOR
SEWELL STATION
HILLSBORO, WASHINGTON COUNTY, OREGON

TRANSAMERICA TITLE INSURANCE COMPANY

A13 1350

Dated this 15th day of May 1977, the Protective Covenants, Declarations and Restrictions are amended as follows:
The minimum northerly rear yard setback for the house and garage shall be not less than six feet for Lot 9 Sewell Station.

IN WITNESS WHEREOF, the undersigned, being the declarant, herein has hereunto set his hand and seal this 15th day of May 1977.

SEWELL STATION HOMEOWNERS ASSOCIATION,
AN OREGON CORPORATION
By: Arthur E. Larrance
Arthur E. Larrance, President

State of Oregon)
) ss.
County of Washington)

May 15, 1977

Before me appeared Arthur E. Larrance, to me personally known, who being duly sworn, did say that he, the said Arthur E. Larrance, is the President of SEWELL STATION HOMEOWNERS ASSN., the within named Corporation and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and Arthur E. Larrance acknowledged said instrument to be the free act and deed of said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Kathleen M. Newman

Notary Public for Oregon
My Commission Expires: 12/28/80

After recording return to Arthur E. Larrance/5019 S. W. Lowell/Portland, Oregon 97221

STATE OF OREGON } SS
County of Washington

10 rec

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records

No. _____
of said County

Witness my hand and seal affixed.
ROGER THOMSSEN, Director of Records & Elections

N.P. Deputy

BOOK 1188 PAGE 491 INDEXED

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AMENDMENT TO THE PROTECTIVE COVENANTS,
DECLARATIONS AND RESTRICTIONS FOR
SEWELL STATION

HILLSBORO, WASHINGTON COUNTY, OREGON

Dated this 15th day of May, 1977, the Protective Covenants, Declarations and Restrictions are amended as follows:

The distance between the buildings on Lot 1 and 2, SEWELL STATION can be no less than five feet.

IN WITNESS WHEREOF, the undersigned, being the declarant, herein has hereunto set his hand and seal this 15th day of May, 1977.

SEWLL STATION HOMEOWNERS ASSOCIATION,
AN OREGON CORPORATION

By: Arthur E. Larrance
Arthur E. Larrance, President

State of Oregon)
) ss.
County of Washington)

May 15, 1977

Before me appeared Arthur E. Larrance, to me personally known, who being duly sworn, did say that he, the said Arthur E. Larrance, is the President of SEWELL STATION HOMEOWNERS ASSN., the within named Corporation and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and Arthur E. Larrance acknowledged said instrument to be the free act and deed of said Corporation.

In Testimony Whereof, I have hereunto set my hand and affized my official seal the day and year last written above.

Kathryn R. Seabolt
Notary Public for Oregon
My Commission Expires: 1/23/81

After recording return to: Arthur E. Larrance/5019 SW Lowell/Portland, Or 97225

Filed for record 6-10 1977 at 10:19 A.M.
ROGER THOMSSEN, Director of Records & Elections
By M. Crockett Deputy

BOOK 1173 PAGE 101

78- 8013

TRANSAMERICA TITLE INSURANCE COMPANY

AMENDMENT TO THE PROTECTIVE
COVENANTS, DECLARATIONS AND RESTRICTIONS
FOR
SEWELL STATION
HILLSBORO, WASHINGTON COUTY, OREGON

Dated this 10th day of February, 1978, the Protective Covenants, Declarations and Restrictions are amended as follows:

Article IX- EXTERIOR MAINTENANCE
Section 10.07. Storage or parking of trailers, boats and campers in driveways for seven consecutive days in any one month is prohibited. The common area shall be the designated area for said use. See the recorded plat Tract "B" for Sewell Station.

AB 1896

IN WITNESS WHEREOF, the undersigned, being the declarant, herein has hereunto set his hand and seal this 10th day of February 1978.

SEWELL STATION HOMEOWNERS ASSOCIATION
An Oregon Corporation

By: Arthur E. Larrance
Arthur E. Larrance
President

STATE OF OREGON)
) ss.
County of Washington)

Before me appeared Arthur E. Larrance, to me personally known, who being duly sworn, did say that he, the said Arthur E. Larrance, is the President of SEWELL STATION HOMEOWNERS ASSN., the within named Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and Arthur E. Larrance acknowledged said instrument to be the free act and deed of said Corporation.

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

Janice H. Lane

NOTARY PUBLIC FOR OREGON
My Commission Expires: 10/13/80

After recording return to: Arthur E. Larrance/5019 S. W. Lowell/ Portland, Oregon 97221

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78- 8012

TRANSAMERICA TITLE INSURANCE COMPANY

AMENDMENT TO THE BY-LAWS
OF
SEWELL STATION HOMEOWNERS ASSOCIATION
HILLSBORO, WASHINGTON COUNTY, OREGON

Dated this 10th day of February 1978, the By-Laws of Sewell Station Homeowner's Association are amended as follows:

ARTICLE X - MEETING OF DIRECTORS

Section 10.05. Fidelity Bonds. Fidelity bonds shall not be required for any officers and employees of the Association who handle or are responsible for Association funds. The Association shall require two officers signatures for withdrawal of funds from the savings account or signing of checks.

IN WITNESS WHEREOF, the undersigned, being the declarant herein has hereunto set his hand and seal this 10th day of February, 1978.

SEWELL STATION HOMEOWNERS ASSOCIATION
An Oregon Corporation
By: Arthur E. Larrance
Arthur E. Larrance
President

STATE OF OREGON)
) ss.
County of Washington)

Before me appeared Arthur E. Larrance, to me personally known, who being duly sworn, did say that he, the said Arthur E. Larrance, is the President of SEWELL STATION HOMEOWNERS ASSN., the within named Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and Arthur E. Larrance acknowledged said instrument to be the free act and deed of said Corporation.

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

Janice G Lane

NOTARY PUBLIC FOR OREGON
My Commission Expires: 10/13/80

After recording return to: Arthur E. Larrance/5019 S. W. Lowell/ Portland, Oregon 97221

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78- 12746

AMENDMENT TO THE PROTECTIVE COVENANTS,
DECLARATIONS AND RESTRICTIONS
FOR SEWELL STATION II
HILLSBORO, WASHINGTON COUNTY, OREGON

Dated this 10th day of March, 1978, the Protective Covenants, Declarations and Restrictions for Article XI EASEMENTS are amended as follows:

This amendment only applies to those lots in Sewell Station II, Washington County, Oregon.

There shall be an easement for site drainage purposes on the rear and side yards of each lot. Said easement is granted for two feet six inches on the rear and side yards for all lots.

For maintenance purposes where homes exceed one story in height, the side yard shall be a minimum of five feet.

IN WITNESS WHEREOF, the undersigned, being the declarant, herein has hereunto set his hand and seal this 10th day of March, 1978.

SEWELL STATION HOMEOWNERS ASSOC.
AN OREGON CORPORATION

By: Arthur E. Larrance

Arthur E. Larrance, President

State of Oregon)
) ss.
County of Washington)

Before me appeared Arthur E. Larrance, to me personally known, who being duly sworn, did say that he, the said Arthur E. Larrance, is the President of SEWELL STATION HOMEOWNERS ASSN., the within named Corporation and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and Arthur E. Larrance acknowledged said instrument to be the free act and deed of said Corporation.

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

Janice H. Jane

Notary Public for Oregon
My Commission Expires: 10/13/80

After recording return to:
Arthur E. Larrance/5019 S. W. Lowell/Portland, Ore. 97221

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TRANSAMERICA TITLE INSURANCE COMPANY

CORRECTED AMENDMENT TO THE PROTECTIVE
COVENANTS, DECLARATIONS AND RESTRICTIONS
FOR SEWELL STATION II
HILLSBORO, WASHINGTON COUNTY, OREGON

Dated this 10th day of March 1978, the Protective Covenants, Declarations and Restrictions are corrected as follows:

That amendment recorded September 19, 1977 in Book 1201 page 300 in the County Records of Washington County, Oregon is intended to amend Section 10.15. Building Restrictions (c) Side-yard of the Protective Covenants, Declarations and Restrictions for Sewell Station, Hillsboro, Oregon.

IN WITNESS WHEREOF, the undersigned, being the declarant, herein has hereunto set his hand and seal this 10th day of March, 1978.

SEWELL STATION HOMEOWNERS ASSOCIATION
AN OREGON CORPORATION

By: Arthur E. Larrance

Arthur E. Larrance, President

State of Oregon)
) ss.
County of Washington)

Before me appeared Arthur E. Larrance, to me personally known, who being duly sworn, did say that he, the said Arthur E. Larrance, is the President of SEWELL STATION HOMEOWNERS ASSN., the within named Corporation and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and Arthur E. Larrance acknowledged said instrument to be the free act and deed of said Corporation.

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

Nancy L. Lane

Notary Public for Oregon
My Commission Expires: 10/13/80

After recording return to:
Arthur E. Larrance/5019 S. W. Lowell/Portland, Ore. 97221

STATE OF OREGON
County of Washington } ss

deeds

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records

No. _____
of said County

Witness my hand and seal affixed.
ROGER THOMSSEN, Director of Records & Elections

INDEXED

Deputy

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TRANSAMERICA TITLE INSURANCE COMPANY

AMENDMENT TO THE PROTECTIVE
COVENANTS, DECLARATIONS AND
RESTRICTIONS FOR SEWELL STATION
HILLSBORO, WASHINGTON COUNTY, OREGON

Dated this 30th day of March 1978, the Protective Covenants, Declarations and Restrictions are amended as follows:

Section 2.01. The legal description for Phase I of Sewell Station shall now be known as "Sewell Station" and the metes and bounds description as contained in the Protective Covenants, Declarations and Restrictions shall be deleted.

Furthermore, the legal description for Phase II of Sewell Station shall now be known as "Sewell Station No. 2" and the metes and bounds description as contained in the Protective Covenants, Declarations and Restrictions shall be deleted.

IN WITNESS WHEREOF, the undersigned, being the declarant, herein has hereunto set his hand and seal this 30th day of March, 1978.

SEWELL STATION HOMEOWNERS ASSOCIATION
By: Arthur E. Larrance
President

STATE OF OREGON)
) ss.
County of Washington)

Before me appeared Arthur E. Larrance, to me personally known, who being duly sworn, did say that he, the said Arthur E. Larrance, is the President of SEWELL STATION HOMEOWNERS ASSN., the within named Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and Arthur E. Larrance acknowledged said instrument to be the free act and deed of said Corporation.

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

Kathleen M. Newman
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12/28/80

After recording return to: Arthur E. Larrance/5019 S. W. Lowell/ Portland, Ore. 97221

1-2

AMENDMENT TO THE PROTECTIVE
COVENANTS, DECLARATIONS AND RESTRICTIONS
FOR SEWELL STATION
HILLSBORO, WASHINGTON COUNTY, OREGON

Dated this 10th day of June, 1978 the By-Laws of the Sewell Station Homeowners Association are amended as follows:

Section 4.03. The membership rights of any person whose interest in the properties is subject to assessment under the preceeding Article IV, Section 4.02 of these By-Laws, may be suspended from voting and the use of recreational facilities in the common area by action of the Directors for not more than sixty (60) days for an infraction of published rules. If the directors have adopted and published rules and regulations governing the use of the common properties and facilities and it is determined by The Directors, in their sole discretion, that if a person has violated such rules and regulations, their membership rights may then be suspended for a period not to exceed sixty (60) days.

IN WITNESS WHEREOF, the undersigned, being the declarant, herein has hereunto set his hand and seal this 30th day of June, 1978.

SEWELL STATION HOMEOWNERS ASSOCIATION
By: Arthur E. Larrance
President

STATE OF OREGON)
)ss.
County of Washington)

Before me appeared Arthur E. Larrance, to me personally known, who being duly sworn, did say that he, the said Arthur E. Larrance, is the President of SEWELL STATION HOMEOWNERS ASSN., the within named Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and Arthur E. Larrance acknowledged said instrument to be the free act and deed of said Corporation.

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

Roger L. Ernstrom
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8-24-81

After recording return to: Arthur E. Larrance/5012 N. E. Lowell/ Portland, Ore. 97221

78 32872

TRANSAMERICA TITLE INSURANCE COMPANY

AB 4045

AMENDMENT TO THE PROTECTIVE

COVENANTS, DECLARATIONS AND RESTRICTIONS

FOR SEWELL STATION

HILLSBORO, WASHINGTON COUNTY, OREGON

Dated this 10th day of June 1978, the Protective Covenants, Declarations and Restrictions are amended to delete in their entirety the following sections:

1. Section 4.03
2. Section 8.01
3. Section 8.02

IN WITNESS WHEREOF, the undersigned, being the declarant, herein has hereunto set his hand and seal this 30th day of June, 1978

SEWELL STATION HOMEOWNERS ASSOCIATION

By: Arthur E. Larrance

President

STATE OF OREGON)
) ss.
County of Washington)

Before me appeared Arthur E. Larrance, to me personally known, who being duly sworn, did say that he, the said Arthur E. Larrance, is the President of SEWELL STATION HOMEOWNERS ASSN., the within named Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and Arthur E. Larrance acknowledged said instrument to be the free act and deed of said Corporation.

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

Roger L. Ernstson

NOTARY PUBLIC FOR OREGON
My Commission expires: 8-24-81

After recording return to: Arthur E. Larrance/5019 S. W. Lowell/ Portland, Ore. 97221

1-5

16987

BY-LAWS OF SEWELL STATION HOME OWNERS ASSOCIATION

ARTICLE I -- NAME AND LOCATION

The name of the Corporation is SEWELL STATION HOME OWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the Corporation shall be located in the City of Portland, County of Multnomah, State of Oregon. The meetings of members and directors may be held at such places within the State of Oregon as may be designated by the Board of Directors.

ARTICLE II -- DEFINITIONS

Section 2.01. Association shall mean and refer to the Sewell Station Home Owners Association, a non-profit corporation, organized and existing under the laws of the State of Oregon.

Section 2.02. Properties shall mean and refer to that certain real property described in the Declaration, Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.03. Common Area shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 2.04. Lots shall mean and refer to any plot of land shown on the recorded subdivision upon the recorded plat with the exception of the Common Area.

Section 2.05. Members shall mean and refer to every person or entity who is entitled to membership in the Association.

AMENDMENT TO THE PROTECTIVE COVENANTS
DECLARATIONS AND RESTRICTIONS FOR SEWELL STATION
HILLSBORO, WASHINGTON COUNTY, OREGON

Dated this 16th day of April, 1984, the Protective Covenants, Declarations, and Restrictions are amended to read as follows:

Section 10.14. Parking shall be limited exclusively to those areas designated for parking. Additional parking is available at the overflow parking lot number 19, located next to the RV Center on Timothy Lane. Said parking shall be only in the designated areas not on private streets, but in driveways an or in garages. Each dwelling unit shall have a two-car garage with two additional parking spaces provided in the driveway; Any vehicle not parked in the designated areas, described above, shall receive one written notice of violation, the second notice will be the vehicle will towed away at the owners expense and will held liable for any additional storage fees.

SEWELL STATION HOMEOWNERS ASSOC.
An Oregon Corporation

By: William A. Morse
President

STATE OF OREGON)
) ss.
County of Washington)

Before me appeared William A. Morse, to me personnally known, who being duly sworn, did say that he, the said William A. Morse, is the President of SEWELL STATION HOMEOWNERS ASSN., the within named Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and William A. Morse acknowledged said instrument to be the free act and deed of said corporation.

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

Sharron L Ebert
NOTARY PUBLIC FOR OREGON
My Commission expires: 5-14-84

After recording return to: William A. Morse/309 NE Hyde Circle/Hillsboro, OR 97124.

STATE OF OREGON
County of Washington } SS

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Donald W. Mason, Director of Assessment and Taxation, Ex-Officio Chief Deputy Clerk

15.00 C

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AMENDMENT TO THE PROTECTIVE COVENANTS

DECLARATIONS AND RESTRICTIONS FOR SEWELL STATION

HILLSBORO, WASHINGTON COUNTY, OREGON

Dated this 16th day of April, 1984, the Protective Covenants, Declarations, and Restrictions, Article VI, Section 6.01, is amended as follows:

> Section 6.01. Annual Meetings. The first annual meeting of the members shall be held within six months from the date of incorporation of the Association or not later than thirty (30) days after fifty-one percent (51%) of the lots in Phase I of the Sewell Station Development have been sold, whichever occurs first. Subsequent regular annual meetings of the members shall be held the third week of July.

SEWELL STATION HOMEOWNERS ASSOC.
An Oregon Corporation

By: William A. Morse
President

STATE OF OREGON)
) ss.
County of Washington)

Before me appeared William A. Morse, to me personally known, who being duly sworn, did say that he, the said William A. Morse, is the President of SEWELL STATION HOMEOWNERS ASSN., the within named Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and William A. Morse acknowledged said instrument to be the free act and deed of said corporation.

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

Sharron L Ebert
NOTARY PUBLIC FOR OREGON
My Commission expires: 5-14-88

After recording return to: William A. Morse/309 NE Hyde Circle/ Hillsboro, OR 97124

STATE OF OREGON } ss
County of Washington

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Donald W. Mason, Director of Assessment and Taxation, Ex-Officio Chief Deputy Clerk

5.00 c

AMENDMENT TO THE PROTECTIVE COVENANTS
DECLARATIONS AND RESTRICTIONS FOR SEWELL STATION
HILLSBORO, WASHINGTON COUNTY, OREGON

Dated this 16th day of April, 1984, the Protective Covenants, Declarations, and Restrictions are amended to add Section 9.03, Article IX, as follows:

Section 9.03. Maintenance of Unimproved/Undeveloped Lots. 1. Unimproved lots will be kept clean of non-organic material; and grass and weeds will not exceed the height of two (2) feet within a distance of four (4) feet from improved lots. The Association, after proper notification of any defaults, will have the power to have the lot(s) brought up to acceptable standards at the cost of the lot(s) owner(s) and to apply a lien(s) against said lot(s) at the discretion of the Directors, to be added to and become a part of the assessment to which such lot(s) is subject, and enforceable in the same manner.

IN WITNESS WHEREOF, the undersigned, herein has hereunto set his hand this 16th day of April, 1984.

SEWELL STATION HOMEOWNERS ASSOCIATION,
An Oregon Corporation

By: William A. Morse
President

STATE OF OREGON)
) ss.
County of Washington)

Before me appeared William A. Morse, to me personally known, who being duly sworn, did say that he, the said William A. Morse, is the President of SEWELL STATION HOMEOWNERS ASSN., The within named Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and William A. Morse acknowledged said instrument to be the free act and deed of said Corporation.

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

Sharron L Ebert
NOTARY PUBLIC FOR OREGON
My Commission expires: 5-14-84

After recording return to: William A. Morse/309 NE Hyde Circle/ Hillsboro, OR. 97124

STATE OF OREGON
County of Washington } SS

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Donald W. Mason, Director of Assessment and Taxation, Ex-

84014209

AMENDMENT TO THE PROTECTIVE COVENANTS
DECLARATIONS AND RESTRICTIONS FOR SEWELL STATION
HILLSBORO, WASHINGTON COUNTY, OREGON

Dated this 16th day of April, 1984, the Protective Covenants, Declarations and Restrictions are amended as follows:

Section 5.12. Dues for Declarant or Sylvan Development Co. Inc.
Lots owned by the Declarant or those conveyed to Sylvan Development Co. Inc. shall pay their homeowner's association dues, including those in arears, at the time the lot is sold to any other party(s) without any interest penalty. Declarant will have voting rights on unpaid lots assessments.

SEWELL STATION HOMEOWNERS ASSOC.
An Oregon Corporation

By: William A. Morse
President

STATE OF OREGON)
) ss.
County of Washington)

Before me appeared William A. Morse, to me personally known, who being duly sworn, did say that he, the said William A. Morse, is the President of SEWELL STATION HOMEOWNERS ASSN., the within named Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and William A. Morse acknowledged said instrument to be the free act and deed of said Corporation.

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

Sharron L Ebert
NOTARY PUBLIC FOR OREGON
My Commission Expires: 5-14-84

After recording return to: William A. Morse/309 NE Hyde Circle/ Hillsboro, OR 97124

STATE OF OREGON
County of Washington } **SS**

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Donald W. Mason, Director of Assessment and Taxation, Ex-Officio Chief Deputy Clerk

5.00/c

1984 APR 17 PM 8:50

AMENDMENT TO THE PROTECTIVE COVENANTS
DECLARATIONS AND RESTRICTIONS FOR SEWELL STATION
HILLSBORO, WASHINGTON COUNTY, OREGON

Dated this 16th day of April, 1984, the Protective Covenants, Declarations, and Restrictions are amended to change Section 9.02, Aricle IX, in its entirety as follows:

Section 9.02. Maintenance of Common Areas and Exterior Maintenance of Dwellings and Yards.

1. The Association shall maintain or provide for the maintenance of the Common Areas, provide exterior maintenance upon and for each lot subject to assessment, hereunder, including, without being limited to, the following: paint, repair, replacement and care for gutters, downspouts, exterior building improvements, trees, shrubs, grass, landscaped area, walks, and other exterior improvements. Such exterior maintenance shall not include roofs or glass surfaces. In the event that that the need for such maintenance or repair is caused through the willful or negligent act or ommission of the owner, his family, tenants, guests or invitees, the cost of such maintenance or repairs may, at the discretion of the Directors, be added to and become a part of the assessment to which such lot is subject, and a lien and enforceable in the same manner. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes other than normal wear from use and the elements shall be the responsibility of each owner and not included in any maintenance provided by the Association, except to the extent of any insurance proceeds payable to the Association therefor. The Association shall have the right, after a notice of 30 days to the Owner, to enter upon any lot for the purpose of performing such exterior maintenance at reasonable hours on any day except Sunday.

a) TREES AND SHRUBS: Trees and shrubs will be properly maintained, to include trimming to prevent any property damage, and will not obstruct public, pedestrian, and vehicle traffic. Dead shrubs and trees will be removed.

b) GRASS: Front yards and side yards facing streets will be kept in a neat and manicured state, not to exceed the height of five (5) inches with exceptions only during foul weather months.

IN WITNESS WHEREOF, the undersigned herein has hereunto set his hand this 16th day of April, 1984.

SEWELL STATION HOMEOWNERS ASSOCIATION,
An Oregon Corporation
By: William A. Morse
President

STATE OF OREGON)
) ss.
County of Washington)

Before me appeared William A. Morse, to me personally known, who being duly sworn, did say that he, the said William A. Morse, is the President of SEWELL STATION HOMEOWNERS ASSN., the within named Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and William A. Morse acknowledged said instrument to be the free act and deed of said Corporation.

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

Sharron L Ebert
NOTARY PUBLIC FOR OREGON
My Commission expires: 5-14-88

After recording return to William A. Morse/309 W. Lyle Cr./Hillsboro, OR 97124

Sewell Station Homeowners Association

Hillsboro, Oregon 97124

P A R K I N G V I O L A T I O N
N O T I C E

"SEWELL STATION PARKING"

Per Article IX, Section 10.14, of the Sewell Station Homeowners Association Protective Covenants and Restrictions: Parking shall be limited exlusively to those areas designated for PARKING. Additional parking is available at the overflow parking lot, number 19, located next to the R.V. Parking Center, on Timothy Lane. Said parking shall be only in the designated areas, not on Private Streets or on the inside of Hyde Circle, but in driveways an/or garages. Each dwelling unit shall have a two-car garage with two additional parking spaces provided in the driveway. Any vehicle not PARKED in the designated areas, described above and on the attached Plot Map, shall receive one written notice of violation, the second notice will be the vehicle will be towed away at the owners expense and will be held liable for any additional storage fees.

William A. Morse
President, SSHOA

DATE:_____ TIME:_____ LICENSE NUMBER:_____

PARKING VIOLATION:_____

_____

SSHOA
Board of Directors

- -

TO: SSHOA
Board of Directors

"PARKING VIOLATION"

LOCATION:_____

DATE:_____ TIME:_____ LICENSE NUMBERL_____

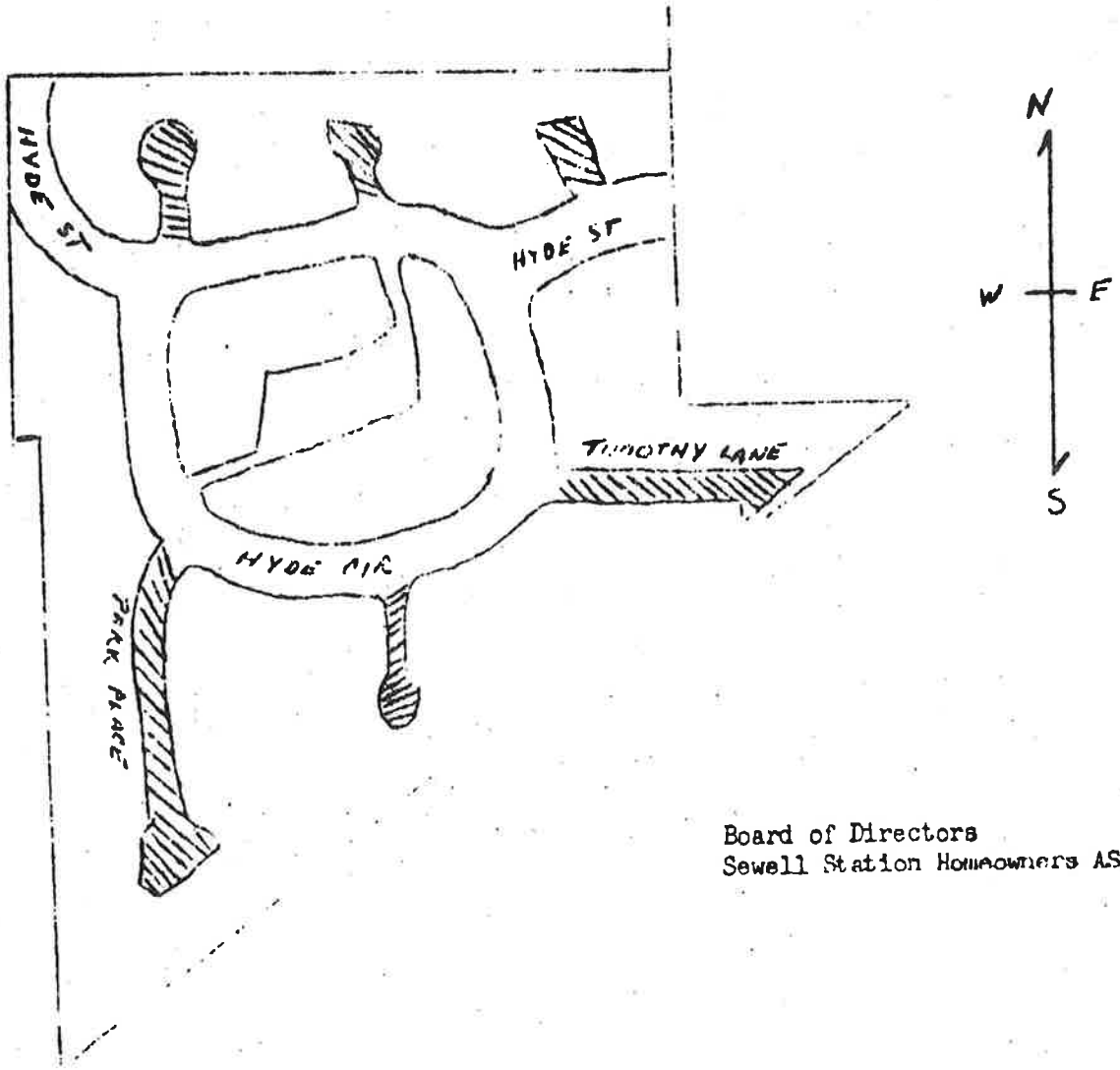
VEHICLE DESCRIPTION:_____

WARNING GIVEN BY:_____

WITNESSED BY:_____

"NO PARKING AREAS"

The below Plot Map, indicates the "No Parking Areas" on private streets of Sewell Station. The no parking areas are marked by slashes ///. This in reference to Art IX Sec 10.14.



Board of Directors
Sewell Station Homeowners ASSC

Section 2.06. Owners shall mean and refer to the recorded owner, whether one or more persons or entities, a fee simple title to any lot, including persons or entities selling on contract, but excluding those having interest merely as security for the perfomance of an obligation and those who occupy said premises merely as a lessee or tenant of the owner.

Section 2.07. Declarant shall mean and refer to Sewell Station Development Co., a corporation, its successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purposes of the development.

Section 2.08. Declaration shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties as recorded in the office of County Recorder, County of Washington, State of Oregon.

Section 2.09. Person Application. All present or future owners, future tenants, or their future lessees, or their employees or any other person who might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws.

ARTICLE III -- The principal office of the Association shall be located at

ARTICLE IV -- MEMBERSHIP

Section 4.01. Every person or entity who is a record owner of a fee or undivided interest in any lot which is subject by the Covenants of Record to assessment by the Association shall be a member in the Association provided that such person or entity who holds such interest for security for the

performance of an obligation shall not be a member, and those persons who occupy the premises as a lessee or tenant of the owner shall not be members of the Association. Therefore, membership is extended only to fee simple owners of each lot.

Section 4.02. The rights of members are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by the Declaration of Covenants and Restrictions to which the properties are subject and recorded.

Section 4.03. The membership rights of any person whose interest in the properties is subject to assessment under the preceding Article IV, Section 4.02 of these By-Laws, may be suspended by action of The Directors during the period which the assessments remain unpaid; but upon payment of such assessments, his rights and privileges shall be automatically restored. If the directors have adopted and published rules and regulations governing the use of the common properties and facilities and it is determined by The Directors, in their sole discretion, that if a person has violated such rules and regulations, their membership rights may then be suspended for a period not to exceed sixty (60) days.

ARTICLE V -- VOTING RIGHTS

Section 5.01. Voting rights shall be pursuant to Article III of the recorded Covenants and Restrictions and the sections included within Article III of said Covenants and Restrictions.

Section 5.02. Majority of Members. As used in these By-Laws, the majority of members shall mean those members holding over fifty-one percent (51%) of the two voting classes set forth in Article III, Section 3.03 of the Covenants and Restrictions.

Section 5.03. Authority to Vote. All members shall be entitled to vote and this shall be true if they have leased their premises to a third party, and in no event shall more than one vote be cast with respect to any lot. A purchase under a land sale contract entitled to immediate possession of the premises shall be deemed the owner of record. A person occupying the premises as a lessee or as a tenant of an owner shall not be entitled to vote.

ARTICLE VI - - MEETING OF MEMBERS

Section 6.01. Annual Meetings. The first annual meeting of the members shall be held within six months from the date of incorporation of the Association or not later than thirty (30) days after fifty-one percent (51%) of the lots in Phase I of the Sewell Station Development have been sold, whichever occurs first. Subsequent regular annual meetings of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 6.02. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 6.03. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10), but not more than sixty (60), days prior to such meeting or balloting. The mailing shall be to the address last given the Secretary in writing by the lot owner. Such notice shall specify the place, day and hour of the meeting, and , in the case of a special meeting, the purpose of the meeting.

Section 6.04. Quorum. The presence at the meeting of members entitled to cast , or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum of any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented in any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than annoucement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6.05. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

(a) Roll Call.

(b) Proof of notice of meeting or waiver of notice.

(c) Reading of Minutes of preceding meeting.

(d) Reports of officers

(e) Reports of committees.

(f) Election of inspectors of election.

(g) Election of Directors.

(h) Unfinished business.

(i) New business.

ARTICLE VII -- BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 7.01. Member. The affairs of this Association shall be managed by a board of five (5) directors who need not be members of the Association.

Section 7.02. Term of Office. At the first annual meeting, the members shall elect three (3) directors to serve for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter, the members shall elect three (3) directors for a term of three (3) years.

Section 7.03. Removal. Any director may be removed from the Board, with or without cause, by a majority of the vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve the unexpired term of his predecessor.

Section 7.04. Compensation. No directors shall receive compensation for any service he may render to the Association. However,

any director may be reimubrsed for his actual expenses incurred in the performance of his duties.

ARTICLE VIII -- POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

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

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

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

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

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

paid, such certificate shall be conclusive evidence of such payment;

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

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

(g) cause the Common Area to be maintained.

Section 3. Managing Agent. The Board of Directors may employ for the Association a manager, an independent contractor, or such other employee as they deem necessary, and to prescribe the duties of said employee or independent contractor.

Section 4. Delegated Powers. The Board of Directors may exercise for the Association all the powers, duties and authorities vested in or delegated to this Association and not reserve to the membership by other provisions of these By-Laws, Articles of Incorporation, or the Declaration of Covenants and Restrictions.

ARTICLE IX -- NOMINATION AND ELECTION OF DIRECTORS

Section 9.01 Nomination. The nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting and until the close of the next annual meeting, and such appointment shall be announced

at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among the members or non-members.

Section 9.02. Election. Election of the Board of Directors shall be by secret written ballot. At such election, the members present may cast as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall then be elected.

ARTICLE X -- MEETING OF DIRECTORS

Section 10.01. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings of the Board of Directors may be called by the chairman on three days notice to each Director, given personally or by mail, telephone, or telegram, which notice shall state the time, place and purpose of the meeting.

Section 10.02. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by two Directors, after not less than three (3) days notice to each Director, given personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

Section 10.03. Waiver of Notice. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such notice. Attendance by a Director at any meeting of the Board shall be a waiver

of notice by him at the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10.04. Quorum. The majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority shall be regarded as the act of the Board.

Section 10.05. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE XI -- OFFICERS AND THEIR DUTIES

Section 11.01. Designation of Officers. The officers of this Association shall be a chairman, a secretary, and a treasurer, all of whom shall be elected by the Board of Directors. The chairman shall at all times be a member of the Board of Directors. The Directors may appoint an assistant treasurer and an assistant security and any other such officers as in their judgment may be necessary.

Section 11.02. Election of Officers. The officers of the Association may be elected by the Board of Directors at the organizational meeting of each new board or any board meeting thereafter, and shall hold office at the pleasure of the Board.

Section 11.03. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may

be removed, either with or without cause, and his successor elected at any regular or special meeting of the Board of Directors.

Section 11.04. Chairman. The chairman shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 11.05. Secretary. The secretary shall keep the Minutes of all meetings of the Board of Directors and the Minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of secretary.

Section 11.06. Treasurer. The treasurer shall have responsibility for the Association funds and securities not otherwise held by the managing agent, if any, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements to books belonging to the Association. He shall be responsible for the deposit of all monies and all other valuable effects in the name, and to the credit, of the Association, at such depository as may from time to time be designated by the Board of Directors.

Section 11.07. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. Vacancies in any office may be filled by appointment by the Board.

Section 11.08. Committee. The Board of Directors shall appoint an architecutral control committee, as provided in the Declaration, and a nominating committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out this purpose.

ARTICLE XII -- BOOKS AND RECORDS

Section 12.01. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XIII -- ASSESSMENTS

Section 13.01. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the property, and interest, costs and reasonable attorney fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the common area or abandonment of his lot.

ARTICLE XIV -- CORPORATE SEAL

Section 14.01. The Association shall have a seal in circular form having within its circumferance the words "Sewell Station Home Owners Association, State of Oregon, Incorporated _____.

ARTICLE XV -- AMENDMENTS

Section 15.01. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present or by proxy, except that the Federal Housing Administration or the Veteran's Administration shall have the right to veto amendments while there is a Class B membership.

Section 15.02. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in case of any conflict of any Declaration of these By-Laws, the Declaration shall control

ARTICLE XVI -- MORTGAGES

Section 16.01. Notice of Association. An owner who mortgages his unit shall notify the Association through the management agent, if any, or the chairman of the Board of Directors, in the event there is no management agent. The name and address of his mortgagee and the Association shall maintain such information in the book entitled "Mortgagees of

Lot Owners".

Section 16.02. Notice of Unpaid Assessments. The Association shall report at the request of the mortgagee of a lotowner, any unpaid assessments due from the owner of such lot.

ARTICLE XVII -- INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

Section 17.01. 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 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 acted in good faith and in the manner he reasonably believed in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. 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 benefit from the acts which create said liability.

16387

Executed this 19th day of January, 1976.

SEWELL STATION DEVELOPMENT COMPANY, INC.

By: Arthur E. Larrance
Arthur E. Larrance, President

FORM No. 24—ACKNOWLEDGMENT—CORPORATION. STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,
County of Washington } ss.

On this 19th day of January, 19 76, before me appeared Arthur E. Larrance ~~and~~ XXXX to me personally known, who being duly sworn, did say that he, the said Arthur E. Larrance is the President, ~~and he, the said~~ ~~the~~ ~~Secretary~~ of Sewell Station Development Company, Inc. the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Arthur E. Larrance ~~and~~ acknowledge said instrument to be the free act and deed of said Corporation.

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

Notary Public for Oregon.
My Commission expires 12/12/78

STATE OF OREGON
County of Washington } ss deeds

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records

No. ______
of said County.

Witness my hand and seal affixed.
ROGER THOMSSEN, Director
of Records & Elections
ACop
Deputy

JAN 23 8 35 AM '76

Sewell Station Homeowners Association

Hillsboro, Oregon 97124

PARKING VIOLATION
NOTICE

"SEWELL STATION PARKING"

Per Article IX, Section 10.14, of the Sewell Station Homeowners Association Protective Covenants and Restrictions: Parking shall be limited exlusively to those areas designated for PARKING. Additional parking is available at the overflow parking lot, number 19, located next to the R.V. Parking Center, on Timothy Lane. Said parking shall be only in the designated areas, not on Private Streets or on the inside of Hyde Circle, but in driveways an/or garages. Each dwelling unit shall have a two-car garage with two additional parking spaces provided in the driveway. Any vehicle not PARKED in the designated areas, described above and on the attached Plot Map, shall receive one written notice of violation, the second notice will be the vehicle will be towed away at the owners expense and will be held liable for any additional storage fees.

DATE:_____ TIME:_____ LICENSE NUMBER:_____

PARKING VIOLATION:_____

_____.

SSHOA
Board of Directors

- -

TO: SSHOA
Board of Directors

"PARKING VIOLATION"

LOCATION:_____

DATE:_____ TIME:_____ LICENSE NUMBERL_____

VEHICLE DESCRIPTION:_____

WARNING GIVEN BY:_____

WITNESSED BY:_____