



Lea Terra Park Homeowners Association
7925 SW Connemara Terrace
Beaverton, OR 97008-6978

Governing Documents

The contents of this packet supersede all previous versions.

Contents:

1. Article of Incorporation
2. By-laws
3. By-Laws Amendments adopted 2005-10-14
4. Covenants, Conditions & Restrictions (CC&Rs)
5. CC&Rs Amendments Recorded 2010-04-12
6. Resolutions of the Board of Directors and Exhibits
 - A. 2006-01 Enforcement Procedure - Violation of Rules of Conduct
 - B. 2006-01 Exhibit A Schedule of Fines
 - C. 2006-02 Architectural Review
 - D. 2006-02 Exhibit Architectural Change Approval Form
 - E. 2006-03 Adoption of Architectural Standards and Guidelines
 - F. 2006-03 Exhibit A Architectural Specifications
 - G. 2006-03 Exhibit B Vinyl Windows Installation Guidelines
 - H. 2010-01 Adoption of Approved Plant List
 - I. 2010-01 Exhibit A-02 Approved Plant List

Dated: July 1, 2011

2011 Board of Directors:

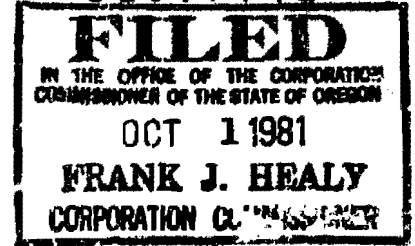
Vice President: Dick Glandon
Architecture Chair: Debra Ositis

President: Karta Marzineck
Secretary: Chris Heniff
Member at Large: Sara Swartout

Treasurer: Sharon Yoes
Member at Large: Robert Oseas



82017142



ARTICLES OF INCORPORATION
OF

LEA TERRA PARK OWNERS ASSOCIATION

I, the undersigned, in compliance with the requirements of ORS 61.005 to 61.125, 61.131 to 61.370, 61.375 to 61.481 and 61.505 to 61.950, being of the age of 18 years or more, acting as incorporator of a corporation under the Oregon Nonprofit Corporation Act, adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is LEA TERRA PARK OWNERS ASSOCIATION, hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 12225 S.W. Second, Beaverton, Oregon 97005.

ARTICLE III

LARRY R. FEINER, whose address is 12225 S.W. Second, Beaverton, Oregon 97005, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE OF POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within the certain tract of property described as:

FILED 10/1

2003
1-7

Beginning at the initial point of "LEA TERRA PARK" a duly recorded plat of record, filed in Washington County Plat Book Records from which the Southeast corner of Section 21, T1S, R1W, W.M., Washington County, Oregon bears S 89° 31' 00" E a distance of 124.96 feet and N 0° 05' 30" E a distance of 264.37 feet; thence from said initial point N 89° 31' 00" W along the North line of that certain tract of land conveyed to Deane T. Leverett by Divorce Decree No. 7677 of Washington County Deed Records a distance of 326.77 feet to the Southeast corner of that tract of land conveyed to Fred Russell Reed by deed recorded in Book 1220, Page 1006, said County Deed Records; thence along the East line of said tract, N 0° 00' 23" E a distance of 164.33 feet to the Northeast corner thereof; thence along the North line of said tract N 89° 31' 00" W a distance of 208.07 feet to the Northwest corner thereof and the centerline of S.W. Sorrento Road (C.R. No. 410); thence along said centerline N 0° 00' 23" E a distance of 760.85 feet to a point; thence along the South line of "Sun Valle" a plat of record in said county and "Sun Valle No. 3" a plat of record in said county, S 89° 31' 50" a distance of 581.06 feet to a found 5/8 inch iron rod; thence S 06° 34' 00" W along the West line of that certain tract of land conveyed to the City of Beaverton February 20, 1981 by fee No. 81006071 recorded in the Washington County Deed Records a distance of 353.94 feet to a found 5/8 inch iron rod; thence S 0° 05' 00" W continuing along said West line a distance of 309.00 feet to a found 5/8 inch iron rod; thence N 89° 31' 00" W continuing along said West line a distance of 5.00 feet to a found 5/8 inch iron rod; thence S 0° 05' 00" W continuing along said West line a distance of 274.36 feet to the initial point

and to promote health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of Washington County Recorder and as the same may be

amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchaser or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or

2003

annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Oregon by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any Lot which is subject by covenants or record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs

earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on December 31, 1983.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The number of directors may be changed by an amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Larry R. Feiner	12225 S.W. Second Street Beaverton, Oregon 97005
Michael L. Summers	12225 S.W. Second Street Beaverton, Oregon 97005
Michael E. Erickson	12225 S.W. Second Street Beaverton, Oregon 97005
George O. Scott	12225 S.W. Second Street Beaverton, Oregon 97005
Steven A. Scott	12225 S.W. Second Street Beaverton, Oregon 97005

The term of the initial members of the Board of Directors shall be three years from the date of incorporation and until their successors in office have been duly elected and qualified. Thereafter the term of the members of the Board of Directors shall be one year, and at each annual meet-

ing the members shall elect directors to hold elected and qualified to take office.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidation, mortgaging of Common Area, dedication of Common Area, dis-

solution and amendment of these Articles.

ARTICLE XII

The name and address of the incorporator is:

LARRY R. FEINER

12225 S.W. Second. Suite 201
Beaverton, Oregon 97005

The undersigned incorporator hereby declares under penalties of perjury that he has examined the foregoing and to the best of his knowledge and belief, it is true, correct, and complete.

DATED: 9-29-81

Larry R Feiner
LARRY R. FEINER

State of Oregon)
) ss.
County of Washington)

Personally appeared the above-named LARRY R. FEINER, and acknowledged this instrument to be his voluntary act and deed.

Before me this 29th day of September, 1981.

Shawn R. Kelch
Notary Public for Oregon
My Commission Expires: 2/6/84

2003

PAGE 7 - ARTICLES OF INCORPORATION
LEA TERRA PARK OWNERS ASSOCIATION

7

STATE OF OREGON } INDEXED
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 Recorder of Conveyances

28⁰⁰/₅₇

1982 JUL -8 PM 4:18

000041



I, *Jerry R. Hanson*, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, do hereby certify this to be a true and correct copy of the original.

Date: *March 19, 2003*

By: *CJ Pfiefer*

Title: *Deputy Clerk*

2003

000042

BY-LAWS
OF
LEA TERRA PARK OWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is Lea Terra Park Owners Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 12225 S.W. Second, Beaverton, Oregon 97005 but meetings of members and directors may be held at such places within the State of Oregon, County of Washington, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Lea Terra Park Owners Association, its successors and assigns.

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

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

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

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

Section 6. "Declarant" shall mean and refer to Larry R. Feiner, Michael L. Summers, Michael E. Erickson, and George O. Scott, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Washington County Recorder.

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

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 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 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or

upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

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

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association.

Section 2. Term of Office. The term of the initial members of the Board of Directors shall be three years from the date of incorporation and until their successors in office have been duly elected and qualified. Thereafter the term of the members of the Board of Directors shall be one year, and at each annual meeting the members shall elect directors to hold office for the term for which he is elected and until his successor shall have been elected and qualified to take office.

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

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. 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 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 members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend + voting rights and right to use of 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 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 the due date or to bring an action at law against the owner personally obligated to pay the same.

- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for 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;
- (h) cause the exterior of the dwellings to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of This Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the

president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

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

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural 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 its purpose.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: LEA TERRA PARK OWNERS ASSOCIATION.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

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

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of Lea Terra
Park Owners Association, have hereunto set our hands this 9th day of

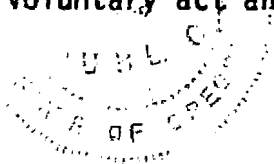
July, 1982

[Signature]
Michael L. Summers
Michael E. Johnson
Greg O. Scott

Larry R. Feiner

STATE OF OREGON)
County of WASHINGTON) ss

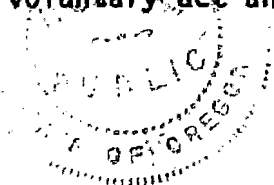
Personally appeared the above-named STEVEN A. SCOTT
LARRY R. FEINER and acknowledged this instrument to be THEIR
voluntary act and deed. Before me:



Schaun R. Kelch
Notary Public for Oregon
My commission expires: 2/6/84

STATE OF OREGON)
County of WASHINGTON) ss

Personally appeared the above-named MICHAEL L. SUMMERS
and acknowledged this instrument to be HIS
voluntary act and deed. Before me:



Schaun R. Kelch
Notary Public for Oregon
My commission expires: 2/6/84

STATE OF OREGON }
County of WASHINGTON } ss

Personally appeared the above-named MICHAEL P. CRICKSON

and acknowledged this instrument to be his
voluntary act and deed. Before me:

Schaum R. Kelch
Notary Public for Oregon
My commission expires: 2-6-84

STATE OF OREGON }
County of WASHINGTON } ss

Personally appeared the above-named GEORGE O. SCOTT

and acknowledged this instrument to be HIS
voluntary act and deed. Before me:

Schaum R. Kelch
Notary Public for Oregon
My commission expires: 2-6-84

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the LEA TERRA PARK OWNERS ASSOCIATION, an Oregon corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 14TH day of OCTOBER, 1981

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 8th day of JULY, 1982.

[Signature]
Secretary

PAGE 14 - BY-LAWS
LEA TERRA PARK OWNERS ASSOCIATION

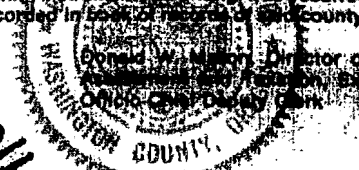
2003

14

STATE OF OREGON
County of Washington

INDEXED
ss

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



560/ST

1982 JUL -8 PM 4:18

000033



I, **Jerry R. Hanson**, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, do hereby certify this to be a true and correct copy of the original.

Date: March 19, 2003

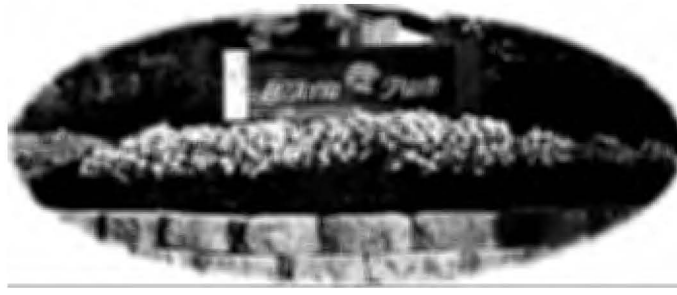
By: C. J. Pfeifer

Title: Deputy Clerk

2003

000034





Lea Terra Park Homeowners Association

7925 SW Connemara Terrace

Beaverton, OR 97008-6978

The following amendments to the Lea Terra Park Homeowners Association's By-Laws were adopted by a majority vote of members present at the 2005 Annual Meeting, October 27, 2005.

Article I NAME AND LOCATION.

The name of the corporation is Lea Terra Park Owners Association, hereinafter referred to as the Association. The mailing address of the corporation is 7925 SW Connemara Terrace, Beaverton, Oregon 97008-6978. The meetings of members and directors shall be held at such places within the State of Oregon, County of Washington as may be designated by the Board of Directors.

Article III MEETING OF MEMBERS

Section 4. Quorum and Adjourned Meetings.

(a) Quorum

The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes of each class of qualified membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws.

(b) Adjourned Meetings.

If a quorum is not present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting and reconvene from time to time, without notice other than announcement at said meeting, until a quorum is present or represented. For any adjourned meeting, the quorum requirement shall be fifteen percent (15%). The adjournment provisions of this section do not apply to a meeting held by written ballot in lieu of a meeting pursuant to ORS 94.647.

Article IV – NUMBER OF DIRECTORS

Section 1. Number and Qualifications.

(a) Number. The affairs of the Association shall be managed by a Board of a minimum of five (5) directors, who need to be members of the Association. By a vote of the majority

2005 Board of Directors:

President: Karla Marzineck

Secretary: Dick Nichols

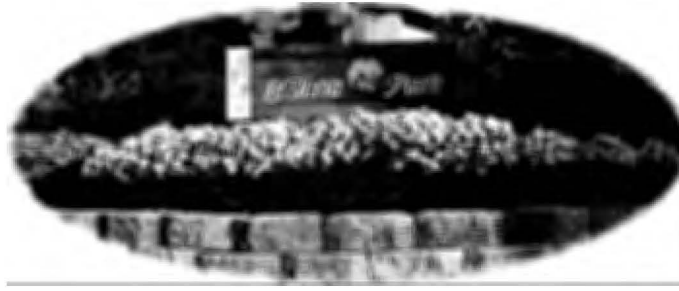
Vice President: Dick Glandon

Architecture Chair: Debra Ositis

Member at Large: Sharon Yoes

Treasurer: Betty McGill

Landscape Chair: Michael McMullen



Lea Terra Park Homeowners Association

Amendments To By-Laws Adopted October 27, 2005

of the Board of Directors the number of directors may be increased to not more than seven (7) as provided in Subsection (c) of this section.

- (b) **Qualifications.** Each director shall be an owner or co-owner of a Lot. Owners of the same Lot may not serve as directors simultaneously. An officer or employee of a corporation, or the trustee of a trust, or personal representative of an estate, or employee of the trust or estate may serve on the Board of Directors, if the corporation, trust or estate owns a Lot.
- (c) **Increase Number of Directors.** The election of any director resulting from an increase in the number of directors under Subsection (a) of this section may only be by a vote of members at the annual or special meeting. The nomination of any additional directorships shall in accordance with Article V, Section 1 of these By-Laws. The term of the additional number of directors would be co-terminus until yearly elections.

Section 2. Term of Office.

Directors shall be elected at the annual meeting for a term of one (1) year in accordance with Article V, Section 1 of these By-Laws. Directors shall hold office for the term for which he or she is elected and until his or her successor shall have been elected and qualified to take office. The Directors' terms of office shall begin at the end of the annual meeting at which they are elected.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination.

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 3 months prior to each annual meeting and shall serve until the close of the said annual meeting. 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 members.

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by
LEA TERRA PARK, a joint venture consisting of GEORGE O. SCOTT,
MICHAEL E. ERICKSON, LARRY R. FEINER, and MICHAEL L. SUMMERS, hereinafter
referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in the County of
Washington, State of Oregon, which is more particularly described as:

Beginning at the initial point of "LEA TERRA PARK" a duly recorded
plat of record, filed in Washington County Plat Book records from
which the Southeast corner of Section 21, T1S, R1W, W.M., Washington
County, Oregon bears S 89° 31' 00" E a distance of 124.96 feet and
N 0° 05' 30" E a distance of 264.37 feet; thence from said initial
point N 89° 31' 00" W along the North line of that certain tract
of land conveyed to Deane T. Leverett by Divorce Decree No. 7677
of Washington County Deed Records a distance of 326.77 feet to the
Southeast corner of that tract of land conveyed to Fred Russell Reed
by deed recorded in Book 1220, Page 1006, said County Deed Records;
thence along the East line of said tract, N 0° 00' 23" E a distance
of 164.33 feet to the Northeast corner thereof; thence along the
North line of said tract N 89° 31' 00" W a distance of 208.07 feet
to the Northwest corner thereof and the centerline of S.W. Sorrento
Road (C.R. No. 410); thence along said centerline N 0° 00' 23" E
a distance of 760.85 feet to a point; thence along the South line
of "Sun Valle" a plat of record in said county and "Sun Valle No. 3"
a plat of record in said county, S 89° 31' 50" E a distance of 581.06
feet to a found 5/8 inch iron rod; thence S 06° 34' 00" W along the
West line of that certain tract of land conveyed to the City of
Beaverton February 20, 1981 by fee No. 81006071 recorded in the
Washington County Deed Records a distance of 353.94 feet to a found
5/8 inch iron rod; thence S 0° 05' 00" W continuing along said West
line a distance of 309.00 feet to a found 5/8 inch iron rod; thence
N 89° 31' 00" W continuing along said West line a distance of 5.00
feet to a found 5/8 inch iron rod; thence S 0° 05' 00" W continuing
along said West line a distance of 274.36 feet to the initial point.

NOW, THEREFORE, Declarant hereby declares that all of the prop-
erties 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 1. "Association" shall mean and refer to LEA TERRA PARK OWNERS ASSOCIATION, its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

COMMON AREA TRACT A and COMMON AREA TRACT B as shown on the attached plat for LEA TERRA PARK, marked Exhibit "A", and by this reference incorporated herein.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to LARRY R. FEINER, MICHAEL L. SUMMERS, MICHAEL E. ERICKSON, and GEORGE O. SCOTT, their

successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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

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

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area

and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

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

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

(b) on December 31, 1983.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not 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's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner,

the maximum annual assessment shall be \$22.46 per lot.

(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 each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) 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 above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the

meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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

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

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line 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 negligence or willful acts or omissions.

shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. 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 other 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 or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VI
EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint exterior building surfaces, and maintain trees, shrubs, grass and walks in front of each living unit. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE VII
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated

committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII

USE RESTRICTIONS

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

Section 2. Nuisance. No noxious or offensive activity or unsightly conditions shall be permitted upon any part of said properties, nor shall any thing be done thereupon, which may be, or may become, an annoyance or nuisance to the neighborhood.

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

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

architectural committee.

Section 5. Signs. Unless written approval is first obtained from the Board of Directors of the Association or by its architectural committee, no sign of any kind shall be displayed to public view on any structure or on said properties except one professional sign of not more than five square feet advertising the property for sale, or sign used by the Declarant to advertise the property during the construction and sales period.

Section 6. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any part of said properties or in any living unit, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and provided further no dog and cat or other household pet may be permitted to roam at large or create a nuisance.

Section 7. Antennas. No television antennas, or antennas of any other type, may be installed in such a manner as to be visible outside of any building without the written approval of the Board of Directors of the Association or its architectural committee.

Section 8. Garbage. No trash, garbage, underbrush, refuse or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on said properties. Trash, garbage or other waste shall not be kept or maintained except in sanitary containers. All containers shall be kept in a clean and sanitary condition and must be buried or screened so as not to be visible from any street or adjacent properties or as approved by the Board of Directors of the Association or its architectural committee.

Section 9. Exterior Lighting. All exterior lighting shall have cut-off fixtures so that no direct lighting or glare is emitted beyond any property line onto adjacent properties.

Section 10. Utilities. All utilities on said properties, including water, sanitary sewer, storm sewer, electrical and gas, shall be installed underground in compliance with the governmental regulation for the installation and maintenance of the same.

Section 11. Landscaping. No Owner shall remove or otherwise alter any plant or tree or any landscaping or improvement in any Common Area without the written consent of the Board of Directors of the Association or its architectural committee.

Section 12. Business. No business shall be conducted from the home of any Owner without prior written approval of the Board of Directors of the Association.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement.

(a) 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.

(b) If the Association fails to permanently maintain all of the subject property, private storm drains, storm detention areas, private sewers, buildings, and all appurtenant structures and facilities to a standard and quality which ensures their functional use and intent, the

City of Beaverton may by written notice delivered to the Association, identify any deficient conditions and demand that they be corrected within 30 days of the mailing of the notice by the City or within a shorter period stated in the letter if the conditions create a hazard. Unless the Association within the notice period either corrects the conditions or diligently undertakes to do so, the City of Beaverton at its own option may cause the conditions to be brought up to standard either with City personnel or by independent contractor. All expense so incurred by the City shall be deemed an expense of the Association. If the Association fails to reimburse the City upon written demand, the City of Beaverton may charge the expense, including recording, taxable court costs and attorney fees, against the property and place a lien against said property for such expenses. The lien may be foreclosed pursuant to ORS 223.505 for unbonded liens. This section is not subject to amendment except as approved by the City of Beaverton.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. 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 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 5th day of August, 1981.

LEA TERRA PARK, a Joint Venture

BY:

Larry R. Feiner
LARRY R. FEINER

M. Summers
MICHAEL L. SUMMERS

Michael E. Erickson
MICHAEL E. ERICKSON

George O. Scott
GEORGE O. SCOTT

"DECLARANT"

STATE OF OREGON)
) ss
COUNTY OF WASHINGTON)

Personally appeared the above named LARRY R. FEINER, MICHAEL L. SUMMERS, MICHAEL E. ERICKSON, and GEORGE O. SCOTT and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me this 5th day of August, 1981.

Lorraine Douglas
Notary Public for Oregon
My Commission expires: 12-4-84

No Notary Seal Affixed

000016

LEA TERRA PARK

A RESUBDIVISION OF LOT 3 AND A PORTION OF LOT 4 'FRUITFUL LANDS'
 IN SECTIONS 21 AND 28, T.1S, R.1W, W.M.
 IN THE CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON
 SURVEYED: FEBRUARY 27, 1981
 BY: DRINKWATER ENGINEERING, INC.
 9205 S.W. BURNHAM TIGARD, OREGON 97223
 (503) 639-1255

APPROVALS

APPROVED July 28, 1981
 PLANNING COMMISSION - CITY OF BEAVERTON

BY John B. M...

APPROVED JULY 28, 1981
 CITY ENGINEER - CITY OF BEAVERTON

BY Christopher E...

APPROVED _____, 1981
 COUNTY SURVEYOR - WASHINGTON COUNTY

BY _____

APPROVED _____, 1981
 BOARD OF COUNTY COMMISSIONERS - WASHINGTON COUNTY

APPROVED _____, 1981
 DIRECTOR, ASSESSMENT AND TAXATION (COUNTY ASSESSOR) - WASHINGTON COUNTY

APPROVED _____, 1981
 HEALTH DEPARTMENT - WASHINGTON COUNTY

ATTEST, RECORDED _____, 1981
 DIRECTOR OF RECORDS AND ELECTIONS (COUNTY CLERK) - WASHINGTON COUNTY

STATE OF OREGON
 COUNTY OF WASHINGTON
 I, _____, DIRECTOR OF RECORDS AND ELECTIONS, DO HEREBY CERTIFY THAT THE ORIGINAL PLAT WAS RECEIVED FROM _____ ON THE _____ DAY OF _____, AT _____ O'CLOCK _____, AND RECORDED ON PAGE _____ IN BOOK _____ OF RECORDS OF THIS PLATS OF SAID COUNTY

BY _____ DEPUTY

SURVEYOR'S CERTIFICATE

I, RICHARD L. DRINKWATER, FIRST BEING DULY SWORN DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH 5/8 INCH BY 3/4 INCH IRON RODS AT ALL LOT CORNERS, CURVE POINTS AND BOUNDARY LINE CHANGES IN DIRECTION THE LAND REPRESENTED ON THE ANNEALED MAP OF "LEA TERRA PARK", AND AT THE INITIAL POINT OF SAID SURVEY, I DROVE A 1/40 INCH IRON PIPE OVER A FOUND 5/8 INCH IRON ROD FROM WHICH THE SOUTHWEST CORNER OF SECTION 21, 11S, R1W, W.M., WASHINGTON COUNTY, OREGON BEARS S 89°31'00" E A DISTANCE OF 124.96 FEET AND N 0°05'30" E A DISTANCE OF 264.37 FEET; THENCE FROM SAID INITIAL POINT N 89°31'00" W ALONG THE NORTH LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO BEANE I. LEVERETT BY DIVORCE DECREE NO. 7677 OF WASHINGTON COUNTY DEED RECORDS A DISTANCE OF 326.77 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND CONVEYED TO FRED WADSWELL BEED BY DEED RECORDED IN BOOK 1229, PAGE 1006, SAID COUNTY DEED RECORDS; THENCE ALONG THE EAST LINE OF SAID TRACT, N 0°00'23" E A DISTANCE OF 164.33 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE NORTH LINE OF SAID TRACT N 89°31'00" W A DISTANCE OF 208.07 FEET TO THE NORTHWEST CORNER THEREOF AND THE CENTERLINE OF S.W. SORRENTO ROAD (C.R. NO. 410); THENCE ALONG SAID CENTERLINE N 0°00'23" E A DISTANCE OF 700.05 FEET TO A POINT; THENCE ALONG THE SOUTH LINE OF "SUN VALLE" A PLAT OF RECORD IN SAID COUNTY AND "SUN VALLE NO. 3" A PLAT OF RECORD IN SAID COUNTY, S 89°31'50" E A DISTANCE OF 581.06 FEET TO A FOUND 5/8 INCH IRON ROD; THENCE S 06°34'00" W ALONG THE WEST LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF BEAVERTON FEBRUARY 28, 1981 BY DEED NO. 818687) RECORDED IN THE WASHINGTON COUNTY DEED RECORDS A DISTANCE OF 353.94 FEET TO A FOUND 5/8 INCH IRON ROD; THENCE S 0°05'00" W CONTINUING ALONG SAID WEST LINE A DISTANCE OF 309.06 FEET TO A FOUND 5/8 INCH IRON ROD; THENCE N 89°31'00" W CONTINUING ALONG SAID WEST LINE A DISTANCE OF 5.00 FEET TO A FOUND 5/8 INCH IRON ROD; THENCE S 0°05'00" W CONTINUING ALONG SAID WEST LINE A DISTANCE OF 264.36 FEET TO THE INITIAL POINT.
 CONTAINING 10.0250 ACRES, MORE OR LESS, ACCORDING TO THE BEARINGS AND DIMENSIONS GIVEN IN THE SURVEYOR'S CERTIFICATE.
 I HEREBY CERTIFY THE TRACING TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF "LEA TERRA PARK"

Richard L. Drinkwater
 REGISTERED PROFESSIONAL LAND SURVEYOR
 OF OREGON, NO. 526
 SUBSCRIBED AND SWORN BEFORE ME
 THIS 24th DAY of February, 1981



Richard L. Drinkwater
 NOTARY PUBLIC FOR THE
 STATE OF OREGON
 MY COMMISSION EXPIRES 3-12-83

DEDICATION OF COMMON AREAS

BE IT KNOWN: THAT GEORGE O. SCOTT, MICHAEL E. ERICKSON, LARRY R. FEINER AND MICHAEL L. SUMMERS IN BUSINESS AS A JOINT VENTURE CONSISTING OF GEORGE O. SCOTT, MICHAEL E. ERICKSON, LARRY R. FEINER AND MICHAEL L. SUMMERS IN RECORDING THIS PLAT OF "LEA TERRA PARK" HAS DESIGNATED CERTAIN AREAS OF LAND AS COMMON AREA (COMMON AREA TRACT A AND COMMON AREA TRACT B) AS DESCRIBED ON THE ACCOMPANYING TRACED MAP AND PLAT, INTENDED FOR USE BY THE HOMEOWNERS IN "LEA TERRA PARK" FOR RECREATION AND OTHER RELATED ACTIVITIES. SAID COMMON AREA TRACT A AND SAID COMMON AREA TRACT B TO ALSO BE AVAILABLE AS A UTILITY EASEMENT TO SERVE THAT AREA OF SAID PLAT AND ALSO SERVE AS A PRIVATE HIGHWAY IN DESIGNATED BOUNDARY AREAS AS SHOWN ON THE FINAL SITE PLAN. THE DESIGNATED AREAS ARE NOT DEDICATED HEREBY FOR USE BY THE GENERAL PUBLIC BUT ARE DEDICATED TO THE COMMON USE AND ENJOYMENT OF THE HOMEOWNERS IN "LEA TERRA PARK" AS MORE FULLY PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO "LEA TERRA PARK" DATED _____, 1981. SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT.

DEDICATION

BE IT KNOWN: THAT WE THE UNDERSIGNED, GEORGE O. SCOTT, MICHAEL E. ERICKSON, LARRY R. FEINER AND MICHAEL L. SUMMERS IN BUSINESS AS A JOINT VENTURE CONSISTING OF GEORGE O. SCOTT, MICHAEL E. ERICKSON, LARRY R. FEINER AND MICHAEL L. SUMMERS DO HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEALED MAP OF "LEA TERRA PARK" AS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE & TRACED MAP AND PLAT THEREOF, ALL LOTS AND EASEMENTS OF BURN ISLAND SHOWN AND ALL STREETS OF THE REGION THEREIN SET FORTH AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND EASEMENTS SHOWN ON SAID MAP.

George O. Scott
 GEORGE O. SCOTT

Michael E. Erickson
 MICHAEL E. ERICKSON

Larry R. Feiner
 LARRY R. FEINER

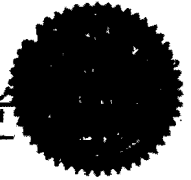
Michael L. Summers
 MICHAEL L. SUMMERS

ACKNOWLEDGEMENTS

STATE OF OREGON S.S.
 COUNTY OF WASHINGTON

BE IT REMEMBERED: THAT ON THIS 24th DAY OF February, 1981 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY PERSONALLY APPEARED GEORGE O. SCOTT, MICHAEL E. ERICKSON, LARRY R. FEINER AND MICHAEL L. SUMMERS TO BE PERSONALLY KNOWN, WHO BEING DULY SWORN UNDER OATH DID SAY THAT THEY ARE THE IDENTICAL PERSONS NAMED AND DESCRIBED IN THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FREE AND VOLUNTARILY.

Richard L. Drinkwater
 NOTARY PUBLIC FOR THE STATE OF OREGON
 MY COMMISSION EXPIRES 3-12-83



2003 EXHIBIT A 17

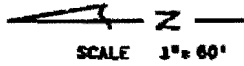
000017

LEA TERRA PARK

A RESUBDIVISION OF LOT 3 AND A PORTION OF LOT 4, 'FRUITFUL LANDS'
 IN SECTIONS 21 AND 28, T.1S, R.1W, W.M.
 IN THE CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON
 SURVEYED: FEBRUARY, 1981
 BY: DRINKWATER ENGINEERING, INC.
 3809 S. W. BURNHAM, TIGARD, OREGON 97223
 (503) 839-1188

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

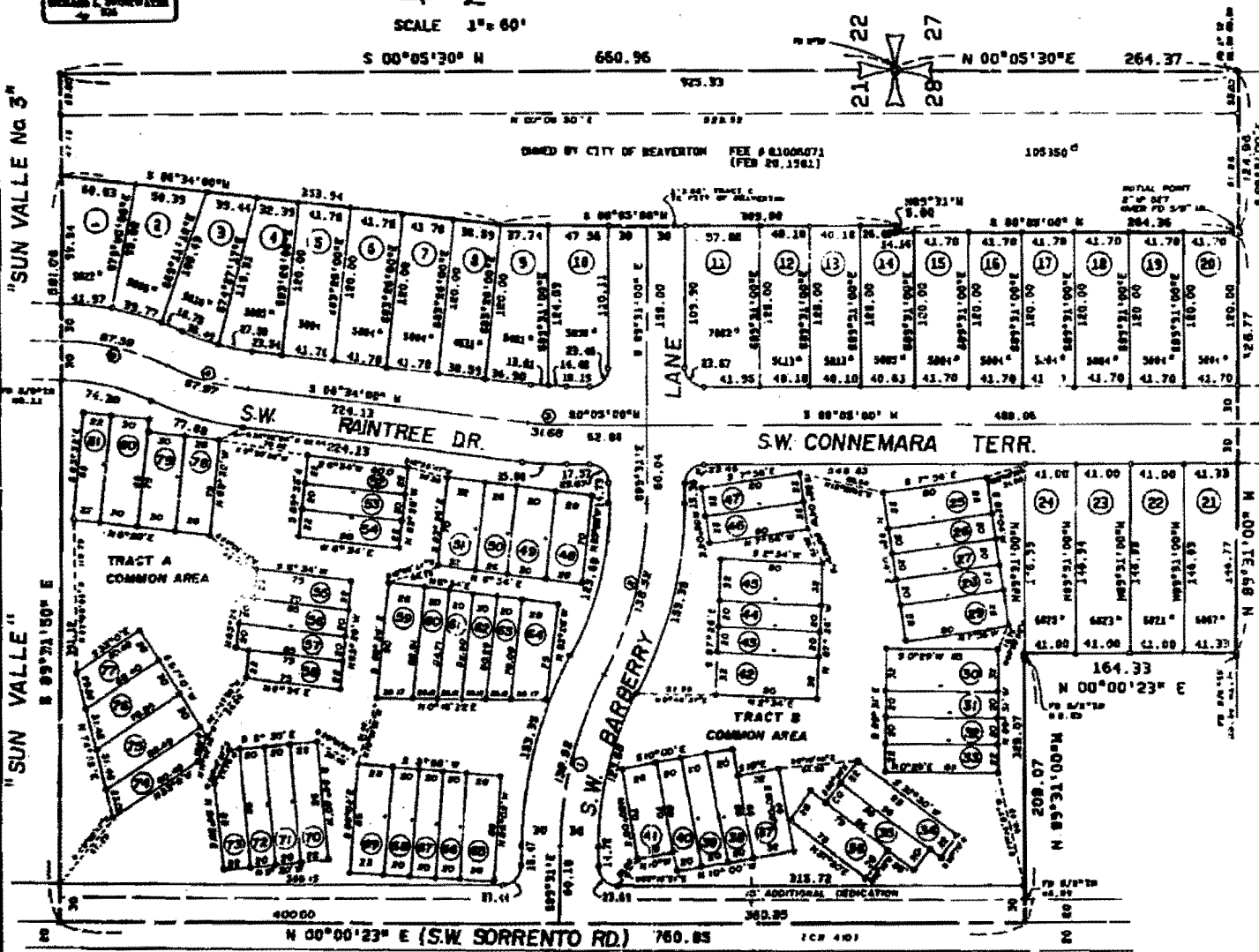
 RICHARD P. DRINKWATER
 1000 N. W. 10TH AVE.
 BEAVERTON, OREGON 97008



NOTES

- - DEMONSTRATE SET 5/8" IRON ROD WITH YELLOW CAP
 SIZE: 1/2" DIAMETER P.L. 924"
- - DEMONSTRATE FOUND 5/8" IRON ROD UNLESS NOTED

BASES OF BOUNDARY AND PLAT INFORMATION
 SURVEY 1981.



LOT CURVE DATA

LOT	DELTA	RADIUS	LENGTH	CH BEARING	CHORD
1	18°26'49"	230.18	41.97	N02°41'26"E	43.91
2	9°53'00"	130.18	39.77	N15°21'00"E	38.72
3	9°53'00"	178.00	30.49	N20°21'00"E	30.48
4	4°48'00"	130.18	18.78	N27°06'00"E	18.78
5	8°59'00"	178.00	27.68	N11°09'31"E	27.58
6	7°01'57"	230.18	19.81	N04°59'02"E	19.81
10	09°36'00"	15.00	23.46	N14°49'04"E	21.14
11	3°19'04"	230.18	14.46	N01°44'52"E	14.47
12	30°24'00"	15.00	23.87	N45°17'00"E	21.29
TRACT A	25°00'50"	170.18	74.30	N12°00'30"W	79.71
TRACT A	18°03'00"	235.00	77.00	N16°21'30"W	77.62
TRACT A	6°29'00"	310.00	35.00	S03°19'30"W	35.00
TRACT A	10°24'00"	35.00	23.87	S46°17'00"W	21.29
TRACT A	20°20'00"	250.11	123.68	N75°21'00"W	122.43
TRACT A	20°20'00"	210.11	153.35	N75°21'00"W	151.89
TRACT B	09°21'23"	15.00	23.14	N44°45'19"W	21.13
TRACT B	00°26'37"	18.00	23.05	N45°14'42"E	21.30
TRACT B	20°20'00"	250.11	123.68	S75°21'00"E	122.43
TRACT B	00°20'00"	210.11	153.35	S75°21'00"E	151.89
TRACT B	05°36'00"	15.00	23.46	S44°49'00"E	21.14

ε CURVE DATA

ε	DELTA	RADIUS	LENGTH	CH BEARING	CHORD
①	20°20'00"	200.11	138.52	S78°21'00"E	137.11
②	20°20'00"	200.11	138.52	S78°21'00"E	137.11
③	6°29'00"	200.00	31.68	S03°19'30"W	31.67
④	10°24'00"	205.00	67.97	S16°01'30"W	67.67
⑤	25°00'50"	200.18	67.39	S12°45'19"W	68.70

2003
 18

000018



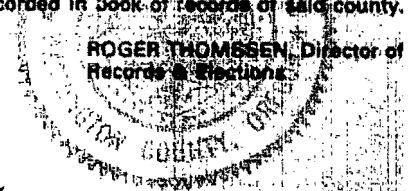
I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, do hereby certify this to be a true and correct copy of the original.

Date: March 19, 2003
By: C. Pfeifer
Title: Deputy Clerk

STATE OF OREGON
County of Washington

1 SS Deed

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 of said county.



63⁰⁰
Pd ck

INDEXED

1981 SEP -3 AM 11:00

2003 19

000019

63⁰⁰
Pd ck
paid to: J. J. Hanson
attn: [unclear]



04/12/2010 01:33:00 PM
D-R/BAM Crt#2 Str#29 RECORDS1
\$110.00 \$5.00 \$5.00 \$11.00 \$15.00 - Total = \$146.00



01471404201000276960220227

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

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



Lea Terra Park

Homeowners Association

Covenants, Conditions And Restrictions

Amended 1 April 2010

This version supercedes all previous versions.

81-30146

After recording return to:
Lea Terra Park Homeowners Assn.
7925 SW Connemara Terrace
Beaverton OR 97008

DECLARATION UPDATES – Text revisions

Current text	Amended text
<p>THIS DECLARATION, adopted August 5, 1981 by a joint venture consisting of George O. Scott, Michael E. Erickson, Larry R. Feiner and Michael L. Summers, hereinafter referred to as "Declarant.</p>	<p>New text in bold face.</p> <p>THIS DECLARATION, adopted August 5, 1981 by a joint venture consisting of George O. Scott, Michael E. Erickson, Larry R. Feiner and Michael L. Summers, hereinafter referred to as "Declarant," applies to Lea Terra Park, an Oregon planned community.</p>
<p>ARTICLE VIII USE RESTRICTIONS</p> <p>Section 8. Garbage. No trash, garbage, underbrush, refuse or other unsightly growths or objects, shall be throw, dumped or allowed to accumulate on said properties. Trash, garbage or other waste shall not be kept or maintained except in sanitary containers. All containers shall be kept in a clean and sanitary condition and must be buried or screened so as not to be visible from any street or adjacent properties or as approved by the Board of Directors of the Association or its architectural committee.</p>	<p>ARTICLE VIII USE RESTRICTIONS</p> <p>Section 8. Garbage. No trash, garbage, underbrush, refuse or other unsightly growths or objects, shall be throw, dumped or allowed to accumulate on said properties. Trash, garbage or other waste shall not be kept or maintained except in sanitary containers. All containers shall be kept in a clean and sanitary condition and must screened or stored in the unit's garage or yard so as not to be visible from any street or adjacent properties or as approved by the Board of Directors of the Association or its architectural committee.</p>
<p>ARTICLE VIII USE RESTRICTIONS</p> <p>Section 11. Landscaping. No Owner shall remove or otherwise alter any plant or tree or any landscaping or improvement in any Common Area without the written consent of the Board of Directors of the Association or its architectural committee.</p>	<p>ARTICLE VIII USE RESTRICTIONS</p> <p>Section 11. Landscaping. No Owner shall remove or otherwise alter any plant or tree or any landscaping or improvement in any area maintained by the Association without the written consent of the Board of Directors of the Association or its landscape committee.</p>

2005 – 2006 Board of Directors:

Vice President: Dick Glandon
Architecture Chair: Debra Ositis

President: Karla Marzineck
Secretary: Dick Nichols
Landscape Chair: Michael McMullen

Treasurer: Betty McGill
Member at Large: Sharon Yoes

**Lea Terra Park Homeowners Association
7925 SW Connemara Terrace
Beaverton, OR 97008-6978**

DECLARATION AMENDMENT

Article VIII of the Declaration is amended to add the following section:

Section 13. Leasing and Rental of Units. The renting and leasing of Units shall be in accordance with this section.

(a) **Board Approval.** Subject to Subsection (j) of Article VIII, Section 13, prior to renting or leasing any Unit, an owner shall apply to the Board of Directors for permission. The Board shall review the application and make a determination of whether the rental or lease will cause the Rental-Lease Percentage to exceed **ten percent (10%)** of the total number of units. The Board shall:

1. Approve the application if it determines that the rental or lease will not cause the Rental-Lease Percentage to exceed ten percent (10%) of the total number of units.
2. Deny the application if it determines that the rental or lease of the Unit shall cause the Rental-Lease Percentage to exceed Ten percent (10%) of the total number of units.

(b) **General Restrictions**

1. No Unit may be rented or leased if such rental or lease results in more than ten percent (10%) of the total number of units. ("Rental-Lease Percentage") being rented or leased, except as provided in Subsection (e) of Article VIII, Section 13.
2. No owner may lease or rent less than the entire Unit and no owner may lease or rent any Unit for a period of less than 180 consecutive days.
3. Sub-letting of Units is not permitted.
4. No Unit may be rented for transient or hotel purposes.

President: Karla Marzineck
Secretary: Jeff Everett

2008 - 2009 Board of Directors:
Vice President: Dick Glandon
Architecture Chair: Debra Oslitis
Member at Large: Michael McMullen

Treasurer: Bob Burke
Landscape Chair: Roger Taylor

Lea Terra Park Homeowners Association

(c) Hardship

1. Notwithstanding Subsection (b) of Article VIII, Section 13, to avoid undue hardships or practical difficulties such as the owner's job relocation, disability, or difficulty in selling the Unit due to market conditions in the area or other similar circumstances, the Board of Directors shall have discretion to approve an owner's application to temporarily rent or lease the owner's Unit.
2. Any such hardship approval to rent or lease may not be for a period of more than *twenty-four (24) months* in any two calendar year period. The Board may not approve an application to rent or lease less than the owner's entire Unit or to rent or lease the Unit for a period of less than 180 consecutive days.

(d) Multiple Unit Ownership Limitation. An owner is not eligible to rent more than one Unit until the pending applications of:

1. All owners who are not currently renting or leasing a Unit have been approved and
2. All owners who are currently renting or leasing fewer Units than the applicant have been approved.

(e) Board Review and Approval. Applications from an owner for permission to rent or lease shall be reviewed and approved or denied by the Board of Directors in accordance with Article VIII, Section 13.

1. The Board of Directors shall review applications for permission to rent or lease in chronological order based upon the date and time of receipt of the application. Within *ten (10)* business days of receipt, the Board shall approve or deny an application as provided in Subsection (c) of Article VIII, Section 13 and shall notify the owner within fourteen (14) business days of receipt of the application if permission is not given and the reason for the denial.
2. If an application is denied, the applicant may be placed on a waiting list according to the date the application was received so that the owner whose application was earliest received will have first opportunity to rent or lease, subject to the limitations specified in Subsection (e) of Article VIII, Section 13.

Lea Terra Park Homeowners Association

- (f) **Waiting List.** An application form, the application and approval process, a waiting list, and any rules deemed necessary by the Board to implement Article VIII, Section 13 shall be established by rules adopted by resolution of the Board of Directors consistent with the provisions of Article VIII, Section 13.
- (g) **Statement of Unit Occupancy Information.** All owners shall provide the Board of Directors with a Statement of Unit Occupancy Information which shall be kept on file with the books and records of the Association so that the Association may determine the percentage of Units rented or leased. The Statement of Unit Occupancy Information shall be on a form prescribed by resolution of the Board and shall contain a statement of whether the Unit is occupied by the owner and if not, the following information:
1. The name of the renter or lessee; and
 2. The term of the rental or lease.
- (h) **Failure to Comply.** If an owner fails to submit the required application and rents or leases any Unit, or rents or leases any Unit after the Board of Directors has denied the owner's application, the Board of Directors may assess fines against owner and the owner's Unit in an amount to be determined by the Board of Directors in accordance with a schedule of fines adopted by resolution of the Board of Directors. In addition, regardless whether any fines have been imposed, the Board of Directors may proceed with any other available legal remedies, including, but not limited to:
1. A lawsuit or action against the owner to require the owner to terminate the rental or lease agreement and remove any tenant or lessee.
 2. A lawsuit or action against any occupant of the Unit to terminate the rental or lease agreement and cause the termination of such tenancy and the eviction of the tenant or lessee with or without joining the owner in any such action.
- (i) **Liability for Costs and Fees.** The Association shall be entitled to recover from the offending owner its costs and attorney fees incurred for enforcement of Article VIII, Section 13, regardless of whether any lawsuit or other action is commenced. The Association may assess such

Lea Terra Park Homeowners Association

costs and attorney fees against the owner and the Unit as an assessment pursuant to Article IV above.

(j) Application to Existing Rentals and Leases. As of the date of recording of this amendment:

1. Any owner that is currently renting or leasing any Unit for a period of at least 365 consecutive days may continue to rent or lease such Unit, provided the owner provides a Statement of Unit Occupancy Information to the Board of Directors in accordance with Paragraph (g) of Article VIII, Section 13 within ten (10) days of the recording of this amendment.
2. If the rental or lease of a rental or lease with a term of at least one-hundred-eighty (180) consecutive days, including a rental or lease described in Subsection (k)1 of Article VIII, Section 13, is terminated, unless owner rents or leases owner's Unit within sixty (60) calendar days of such termination, prior to renting or leasing the Unit to another renter or lessee, the owner of such Unit shall apply to the Board of Directors for permission to rent or lease such Unit in accordance with Article VIII, Section 13.

(k) Rental and Lease Requirements. An Owner who rents or leases owner's Unit shall comply with Article VIII, Section 13:

1. No owner may rent or lease his or her Unit unless owner has received a written statement, which may be included in a rental application, from the prospective tenant or lessee that such person and any other prospective occupant eighteen (18) years or older has never been convicted of a felony. A copy of such statement, together with evidence confirming the accuracy of the statement from a professional in the business of providing such verification, shall be provided the Association. Owner may not permit a sublease without complying with Article VIII, Section 13.
2. Any rental or lease agreement shall be in writing and shall provide that:
 - (a)** Tenants or lessees shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, the By-Laws, any amendments thereto, and all rules and regulations adopted and in effect at any time by the Association.

Lea Terra Park Homeowners Association

- (b) In the event the written statement described in Subsection (l)1 above is later found to contain inaccurate, misleading or untrue statements, tenant or lessee shall be deemed to have breached the terms of the lease agreement and the Owner may terminate the lease.
 - (c) Any failure by any lessee or tenant to comply with the terms of the documents specified in Subsection (l)2(a) above shall be a default under the lease agreement and the Board of Directors may proceed with any legal remedies to require the owner to terminate the lease or rental agreement or may maintain a lawsuit or action to terminate the rental or lease agreement and cause the termination of such tenancy and the eviction of the tenant or lessee with or without joining the owner in any such action.
 - (d) The Association has the rights specified in Subsection (m) of Article VIII, Section 13 if an owner:
 - i. Fails to submit the required application to the Board of Directors and rents or leases owner's Unit or
 - ii. Rents or leases any Unit after the Board of Directors has denied the owner's application.
3. The owner shall provide the tenant or lessee with a copy of this Declaration, the By-Laws, including any relevant amendments to such documents, and all rules and regulations then in effect and shall take a receipt from said tenant for delivery of such documents. In the event any such documents are amended, revised, changed, or supplemented by the Association, the owner shall provide the tenant or lessee with a copy of such amendments, revisions, changes, or supplements within 10 calendar days of adoption by the Association, its Board of Directors, or its membership and get a receipt for delivery of the updated documents.
4. Upon the commencement of the rental or lease period, the owner shall provide the Association with a Statement of Unit Occupancy Information and a copy of the receipt specified in Subsection (k)3 of Article VIII, Section 13. If the owner fails to provide such receipt, the Association shall provide such documents to the tenant or

Lea Terra Park Homeowners Association

lessee and take a receipt therefor, and shall assess a reasonable charge therefor to the owner as an assessment pursuant to Article IV above.

- (l) **Remedies.** In addition to any other remedies available to the Association, the Board of Directors may:
1. Require the owner to terminate a lease or rental agreement if the Board of Directors:
 - (a) Determines that any lessee or tenant has violated any provision of this Declaration, the Articles of Incorporation, the By-Laws, or any amendments thereto, or the rules and regulations adopted pursuant thereto; or
 - (b) Finds that there is a breach of the provision required to be in the lease agreement under Subsection.(k)2(b) of Article VIII, Section 13; or
 2. Maintain a lawsuit or other action to:
 - (a) Terminate the rental or lease agreement
 - (b) Cause the termination of such tenancy; and
 - (c) The eviction of the tenant or lessee, with or without joining the owner in any such action.
- (m) **Liability for Damage or Violations.** An owner shall be responsible to pay for any damage to the Common Areas caused by the owner's guests, tenants, or lessees and for any fines imposed by the Board for any violations of this Declaration, the By-Laws, and any amendments thereto, or rules and regulations.



Lea Terra Park Homeowners Association
7925 SW Connemara Terrace
Beaverton, OR 97008-6978

Resolutions of the Board of Directors

1. 2006-01 Enforcement Procedure - Violation of Rules of Conduct
2. 2006-01 Exhibit A Schedule of Fines
3. 2006-02 Architectural Review
4. 2006-02 Exhibit Architectural Change Approval Form
5. 2006-03 Adoption of Architectural Standards and Guidelines
6. 2006-03 Exhibit A Architectural Specifications
7. 2006-03 Exhibit B Vinyl Windows Installation Guidelines
8. 2010-01 Adoption of Approved Plant List
9. 2010-01 Exhibit A-02 Approved Plant List

Dated: July 1, 2011





Lea Terra Park Homeowners Association

7925 SW Connemara Terrace
Beaverton, OR 97008-6978

Resolution of the Board of Directors No. 2006-01

REGARDING ENFORCEMENT PROCEDURE

**Nuisances, Improper, Offensive, or Unlawful Activities
and Violation of Rules of Conduct**

RECITALS

Article VII, Section 1(a) of the By-Laws of Lea Terra Park Owners Association ("By-Laws") empowers the Board of Directors to adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

Article VII, Section 1(b) of the By-Laws empowers the Board of Directors to suspend the voting rights and right to use of 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.

Article VII, Section 1(b) empowers the Association to suspend the voting rights and right to use of recreational facilities after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations.

ORS 94.630(1)(n) provides that the Board of Directors may levy reasonable fines for violations of the Declaration, By-Laws, and Rules and Regulations of the Association after notice and an opportunity to be heard if the fine is based on a schedule of fines adopted by a resolution of the Board;

ORS 94.630(1)(m) provides that the Board of Directors may:

- (a) Adopt rules regarding termination of utility services paid for out of assessments of the Association and access to and use of recreational and service facilities available to unit owners; and
- (b) Terminate the rights of any Owners to receive such benefits or services until the correction of any violation covered by such rule has occurred;

ORS 94.709(5) provides that fees, late charges, fines, and interest imposed pursuant to ORS 94.630(1)(L) and (n) are enforceable as assessments.

2005 - 2006 Board of Directors:

President: Karla Marzineck

Secretary: Dick Nichols

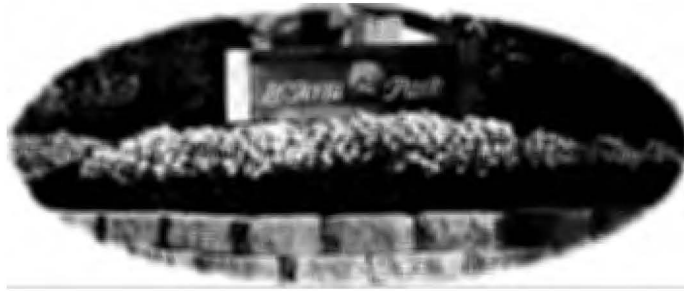
Landscape Chair: Michael McMullen

Treasurer: Betty McGill

Member at Large: Sharon Yoes

Vice President: Dick Glandon

Architecture Chair: Debra Osisit



Resolution of the Board of Directors No. 2006-01
Regarding Enforcement Procedure
Nuisances; Improper, Offensive, or Unlawful Activities,
and Violation of Rules of Conduct

From time to time the Board of Directors receives complaints from owners regarding alleged nuisances; improper, offensive, or unlawful activities or use of the premises; or other alleged violations of the Declaration, By-Laws, or Rules and Regulations.

For the benefit and protection of the Association and of the individual owners, the Board of Directors deems it necessary and desirable to establish a procedure to ensure that owners receive notice and an opportunity to be heard in cases involving alleged noncompliance by an owner or resident with the provisions of the Declaration, By-Laws or Rules and Regulations.

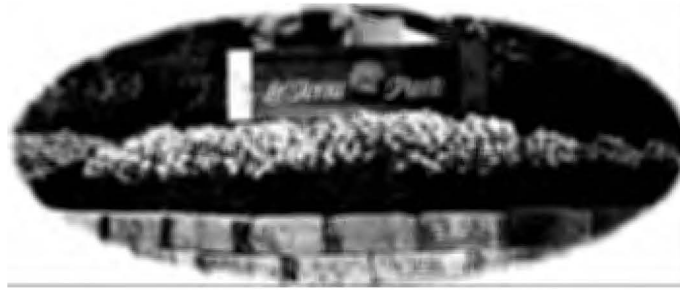
The Board deems it necessary and desirable to adopt a *Schedule of Fines* to be used as guidance by the Board in determination of sanctions for violations of the Declaration, By-Laws, or Rules and Regulations of the Association.

No formal procedure presently exists for the handling of complaints or the enforcement of provisions of the Declaration, By-Laws or Rules and Regulations.

NOW, THEREFORE, IT IS RESOLVED that the procedure set forth below be adopted to provide for the formal, uniform, and systematic procedure for handling complaints and enforcement of violations of the Declaration, By-Laws, and Rules and Regulations with respect to alleged nuisances; improper, offensive, or unlawful use of the premises; or other violations of the rules of conduct.

ARTICLE I. ENFORCEMENT

- 1.1. Board of Directors:** if the Board of Directors initiates a complaint of an alleged violation, Article 2 below shall govern the procedure for handling enforcement.
- 1.2. Disputes Between Owners:** If an Owner ("Complaining Owner") alleges that another Owner ("Alleged Offending Owner"), or the tenant, guest, visitor or occupant of the Alleged Offending Owner's lot, is creating a nuisance or participating in offensive or unlawful conduct in violation of the Declaration, By-Laws or Rules and Regulations of the Association, the Complaining Owner shall first contact the Alleged Offending Owner and request that all such activities cease before submitting a complaint to the Board of Directors. The procedure for handling complaints by Owners about other Owners, or their guests, tenants, visitors, or occupants shall be governed by Article 3 below.



Resolution of the Board of Directors No. 2006-01
Regarding Enforcement Procedure
Nuisances; Improper, Offensive, or Unlawful Activities,
and Violation of Rules of Conduct

ARTICLE II. PROCESS FOR COMPLAINT BY BOARD OF DIRECTORS

- 2.1. Determination of Violation:** If the Board of Directors determines that there is a violation or probable violation of the Declaration, By-Laws, OR Rules and Regulations, the Board may proceed as provided in this article without having received a Complaint from an Owner.
- 2.2. Notice of Violation:**
- (a) Notice to Alleged Offender. Except as otherwise provided in this article, the Board shall notify the Alleged Offending Owner or the guest, tenant, visitor, or occupant of the Alleged Offending Owner in writing of the alleged violation. The notice:
 - 1. Shall describe the alleged violation.
 - 2. Shall state that the Alleged Offending Owner has the right to request a hearing in accordance with Section 2.4 below.
 - 3. May provide for any of the actions specified in Section 2.3 below or Articles 4 or 5
 - 4. Shall be mailed or delivered to the Alleged Offending Owner at the Owner's address as shown on the records of the Association.
- 2.3. Remedies.** The written notice given pursuant to Section 2.2 above may provide or specify any or all the following:
- (a) The action required to abate the violation.
 - (b) The time period during which the violation may be abated without further sanctions.
 - (c) A statement advising the Alleged Offender that if the alleged violation is not abated by the specified compliance deadline, fines will be automatically assessed beginning on the compliance deadline date pursuant to the Schedule of Fine adopted by the Board of Directors.
 - (d) Such other information the board deems appropriate under the circumstances.



Resolution of the Board of Directors No. 2006-01
Regarding Enforcement Procedure
Nuisances; Improper, Offensive, or Unlawful Activities,
and Violation of Rules of Conduct

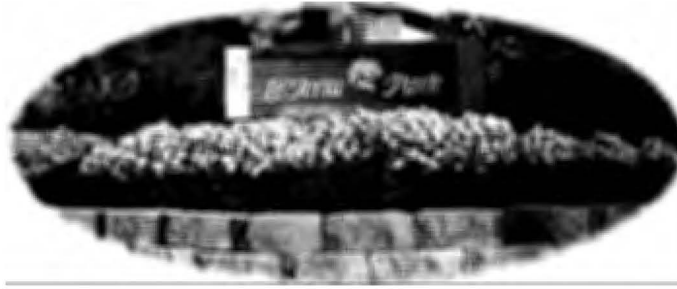
2.4. Specific Types of Violations.

- (a) **Certain Types of Violations.** The Board in its discretion may designate certain types of violations as exempt from a cure and abatement period and provide that such violations shall not be entitled to a cure and abatement period.
- (b) **Repeat Violations.** Owners who commit repeated violations shall not be entitled to a cure and abatement period. For such violations, the Board shall give notice of the violation in the manner specified in Section 2.1. The notice shall:
 - 1. Describe the violation.
 - 2. State the amount of the fine to be imposed;
 - 3. State that the Offending Owner may request within fourteen (14) days to have a hearing regarding the alleged violation before the fines are finally imposed.

2.5. Right to Request a Hearing. Before a fine is imposed, an Owner shall be entitled to notice of and opportunity for a hearing as set forth herein.

2.6. Hearing. The Board shall give reasonable notice of the time and place of the hearing to the Alleged Offending Owner.

- (a) **Appearance.** If a hearing has been requested, but the Alleged Offending Owner fails to appear within fifteen minutes of the time set for the hearing, the Board may, at its sole discretion, conduct the hearing without the presence of the Alleged Offending Owner or may adjourn the hearing to another date and time.
- (b) **Conduct.** The Board may limit testimony and evidence as it determines is reasonable.
- (c) **Determination and Action by the Board.** Determinations and Actions by the Board shall be pursuant to Articles 4 and 5 below.



**Resolution of the Board of Directors No. 2006-01
Regarding Enforcement Procedure
Nuisances; Improper, Offensive, or Unlawful Activities,
and Violation of Rules of Conduct**

ARTICLE III. PROCESS FOR COMPLAINTS BY OWNERS TO BOARD

3.2. Written Complaint to Board.

(a) If the informal request of Alleged Offending Owner under Section 1.2 above does not cause the offending activity to stop, and the Complaining Owner desires the Board to take corrective action, Complaining Owner shall submit a Complaint in writing directed to the Board of Directors. Such Complaint shall be signed by the Complaining Owner and include:

- 1) The name and address of the Complaining Owner;
- 2) The name and address of the Alleged Offending Owner;
- 3) A description of the offending behavior or activity, including date and approximate time;
- 4) The date and approximate time that the complaining Owner contacted the Alleged Offending Owner;
- 5) A statement that the parties have not been able to resolve the matter;
- 6) Why attempts to make personal contact with the Alleged Offending Owner were either not successful or otherwise ineffective; and
- 7) The date and approximate time that such behavior or activity continued thereafter.

(b) Any Complaint which is not in writing shall not be addressed as a formal complaint under the procedures set forth herein. The Board shall have discretion to refuse to investigate any complaint which fails to establish clearly that the procedures set forth in Section 1.2 or Section 3.1 above have been followed.

3.3. Notice of Complaint. Upon receipt of any written Complaint, a copy will be provided to Alleged Offending Owner. If the Complaint is against a tenant, guest, visitor, or occupant of a lot, rather than the Owner of such lot, a copy of the Complaint will be provided to the Alleged Offending Owner and, when the Board deems appropriate, to the offending tenant, guest, visitor, or



Resolution of the Board of Directors No. 2006-01
Regarding Enforcement Procedure
Nuisances; Improper, Offensive, or Unlawful Activities,
and Violation of Rules of Conduct

occupant.

- 3.4. Preliminary Investigation.** Upon receipt of a written Complaint, the Board or a person authorized by the Board may conduct a preliminary investigation to confirm the nature and existence of the allegations contained in the Complaint.
- 3.5. Informal Action.** The President, a designated Board member, or other person authorized by the Board shall first attempt to resolve the matter either by an informal meeting with, telephone call to, or a letter to the Alleged Offending Owner. The President, designated Board member, or person authorized by the Board shall report to the Complaining Owner what action was taken.
- 3.6. Notice of Hearing.**
- (a)** If the Board receives a second Complaint regarding the same, or substantially the same, conduct or alleged violation within 30 days after the first attempt by the Board to resolve the matter, a copy of the Complaint shall be provided to the Alleged Offending Unit Owner and the Board shall set a time and place for a hearing on the Complaint. The Board shall give reasonable notice of the time and place of the hearing to the Complaining Owner.
 - (b) Appearances Required at Hearing.** All parties, including the Alleged Offending Owner and Complaining Owner, shall be required to appear at the hearing.
 - (c) Procedure if Complaining Owner Fails to Appear.** If the Complaining Owner fails to appear at the hearing within fifteen (15) minutes of the time set for the hearing, the Board shall dismiss the Complaint; unless, however, the Board determines at that time that there is just cause:
 - 1. To allow the Complaining Owner additional time to appear that day or
 - 2. To reset the hearing to another date and time.
 - (d) Procedure if Alleged Offending Owner Fails to Appear.** If the Complaining Owner appears at the hearing but the Alleged Offending



Resolution of the Board of Directors No. 2006-01
Regarding Enforcement Procedure
Nuisances; Improper, Offensive, or Unlawful Activities,
and Violation of Rules of Conduct

Owner fails to appear within fifteen (15) minutes of the time set for the hearing, the Board shall proceed to hear from the Complaining Owner and make a determination whether the Declaration, Bylaws, or Rules and Regulations have been violated and what action, if any, the Board shall take with respect to the Complaint in accordance with Sections (6) and (7) below, unless the Board determines at that time that there is just cause:

1. To allow the Alleged Offending Owner additional time that day to appear, or
2. To reset the hearing to another date and time.

(e) **Dismissal.** In the case of dismissal, the Board shall notify the Complaining Owner and the Alleged Offending Owner in writing that the Complaint has been dismissed. Any further or later Complaint in writing by the same Complaining Owner relating to the same, or substantially the same, conduct or alleged violation shall be treated as a first Complaint.

3.7. Conduct of Hearing.

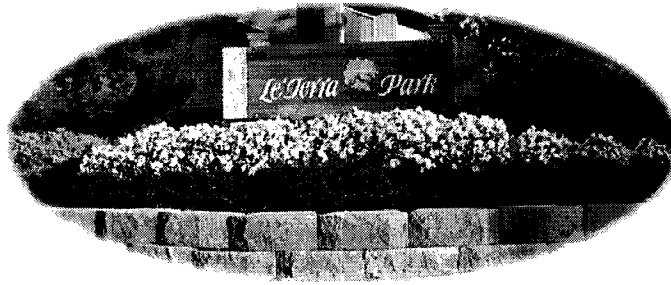
(a) **Testimony from Parties.** If both the Complaining Owner and the Alleged Offending Owner appear, the Board shall proceed to hear from the Complaining Owner and from the Alleged Offending Owner, and make a determination whether the Declaration, Bylaws, or Rules and Regulations have been violated and what action, if any, the Board shall take with respect to the Complaint.

(b) **Evidence and Witnesses.** The Complaining Owner and the Alleged Offending Owner may present evidence and witnesses at the hearing. The Board may limit testimony and evidence as it determines is reasonable.

ARTICLE IV. ACTION BY BOARD

4.1 Board Determination.

(a) The Board shall make a determination of what action, if any, is appropriate under the circumstances.



Resolution of the Board of Directors No. 2006-01
Regarding Enforcement Procedure
Nuisances; Improper, Offensive, or Unlawful Activities,
and Violation of Rules of Conduct

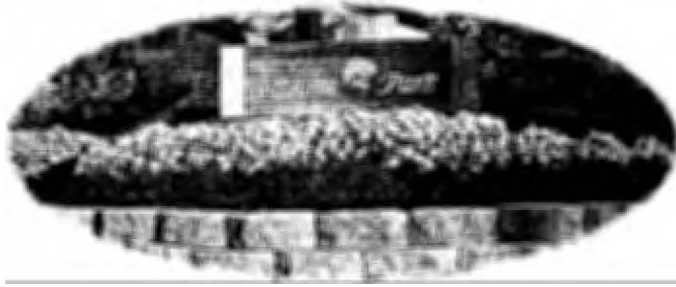
- (b) Deliberations by the Board shall be in an open meeting of the Board in accordance with ORS 94.640, unless otherwise permitted under ORS 94.640 as it may be amended from time to time.
- (c) The Board shall either render its decision at conclusion of the hearing or take the matter under advisement and render the decision at a later Board meeting.
- (d) All decisions of the Board shall be in writing, a copy of which **should** be provided to the Alleged Offending Owner within seven calendar days of the decision/determination.

4.2. Board Actions. Action by the Board may include, but is not limited to:

- (a) Imposition of *Assessments* of one-time fines and continuing fines until the *Alleged Offending Owner* takes corrective action satisfactory to the Board pursuant to the schedule of fines set forth in attached **Exhibit A**;
- (b) Suspension of the voting rights and right to use recreational facilities of Offending Owner during any period in which such owner shall be in default in the payment of any assessment levied by the Association.
- (c) Suspension of the voting rights and right to use of recreational facilities of Offending Owner, including use by tenants, occupants and guests of owner's lot, for a period not to exceed sixty (60) days for infraction of published rules and regulations.
- (d) Termination of utility services paid for out of assessments of the Association;
- (e) Legal action against the Alleged Offending Owner, and/or tenants, guest, or other occupants of the lot of the Alleged Offending Owner.
- (f) Any other action specifically provided for pursuant to the Declaration, Bylaws, Rules and Regulations, or a resolution adopted by the Board of Directors.

4.3. Additional Corrective Action By Board.

- (a) **Right of Board to Take Additional Corrective Action.** If after the Board has made a determination under Section 4.1 above, *Alleged Offending Owner* fails to correct the matter, the Board may take additional



**Resolution of The Board of Directors No. 2006-01
Regarding Enforcement Procedure
Nuisances; Improper, Offensive, or Unlawful Activities,
and Violation of Rules of Conduct**

ARTICLE V. IMMEDIATE LEGAL ACTION

Notwithstanding any other provision in Article 1 through Article 4 above, the Board may take immediate legal action as it deems reasonably necessary to enjoin conduct which it determines is in violation of the Declaration, Bylaws, Rules and Regulations or applicable state or federal law.

ARTICLE VI. MISCELLANEOUS

NOW, BE IT FURTHER RESOLVED that the *Schedule of Fines* attached hereto as Exhibit A be adopted by the Board of Directors in determining fines for violations of the Declaration, By-Laws, and Rules and Regulations of the Association.

NOW, BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent to all owners at their last known address.

DATED this 27th day of June, 2006.

ATTEST:

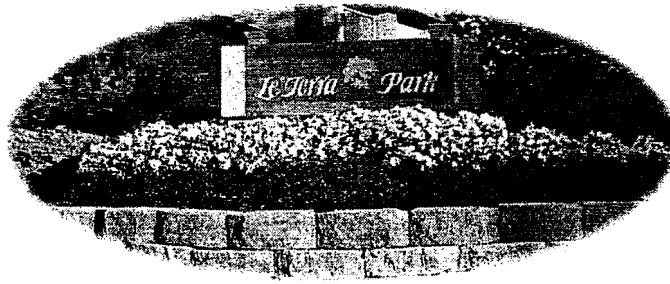


Karla Marzineck, President



Richard Nichols, Secretary





Lea Terra Park Homeowners Association

7925 SW Connemara Terrace

Beaverton, OR 97008-6978

Exhibit A to Resolution of the Board of Directors No. 2006-01

SCHEDULE OF FINES

1. Unauthorized changes to exterior (C.C.&R.s Article VII): \$250.00
In addition to the fine the Association may instruct the owner to remove the unauthorized changes at his/her expense.
2. Damage to a lot or the improvements thereon when caused through the willful or negligent acts of its owner, the owner's family, the owner's guests or invitees (C.C.&R.s Article VI, paragraph 2) \$250.00

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.
3. Obstruction, damage to, or interference with the use of Common Elements (C.C.&R.s Article II all sections and Article VIII, Sections 2 & 11): \$100.00
4. Unauthorized commercial activities (C.C.&R.s Article VIII, Sections 1 & 12): \$250.00
5. Offensive or unlawful activities (C.C.&R.s Article VIII, Sections 2 & 6): \$25.00
6. Un-licensed or inoperable vehicles (C.C.&R.s Article VIII, Section 4): \$100.00
7. Unsightly exterior items and/or appearance (C.C.&R.s Article VII and Article VIII Sections 2, 3, 4, 5, 7 & 8):
First offense: \$50.00
Subsequent offenses: \$100.00
8. Animals not attended, animals not on their leash or tether, failure to pick up animal waste (C.C.&R.s Article VIII, Section 6):
First offense: \$25.00
Subsequent offenses: \$100.00
9. Unauthorized rental of unit (C.C.&R.s Article VIII, Section 13): \$500.00
10. Interference with contractors hired either by the Association or a fellow owner: \$100.00
(**Note:** Under Oregon law the interfering party can also be held liable for any damages, i.e. increased costs, etc. resulting from their interference.)
11. Other violations of the Declaration, Bylaws or Rules and Regulations not set forth above: \$50.00

2005 - 2006 Board of Directors:

President: Karla Marzineck

Secretary: Dick Nichols

Treasurer: Betty McGill

Vice President: Dick Glandon

Landscape Chair: Michael McMullen

Member at Large: Sharon Yoes

Architecture Chair: Debra Ostitis



Lea Terra Park Homeowners Association

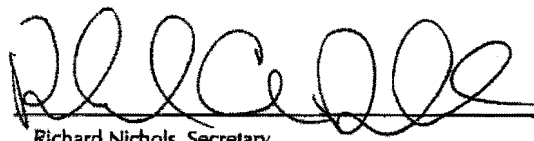
*The above fines may be imposed on a one-time, each occurrence, or continuing daily, weekly, or monthly basis as determined by the Board of Directors.

DATED this 27 day of June, 2006.

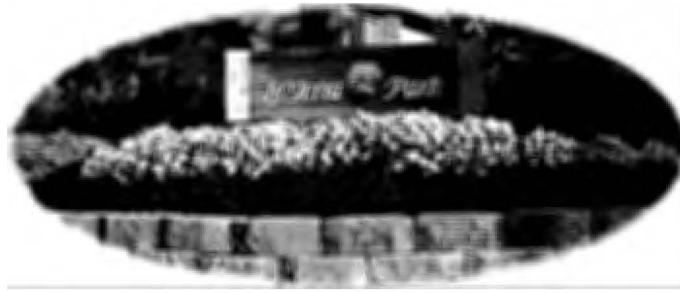
ATTEST:



Karla Marzineck, President



Richard Nichols, Secretary



Lea Terra Park Homeowners Association

7925 SW Connemara Terrace

Beaverton, OR 97008-6978

Resolution of the Board of Directors No. 2006-02

Architectural Review

RECITALS

- A. Article VII, Section 1(c) of the By-Laws of Lea Terra Owners Association ("By-Laws") specifies that the Board of Directors shall have power to exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the By-Laws, the Articles of Incorporation or the Declaration;
- B. Article IX of the By-Laws provides that the Association shall appoint an Architectural Control Committee as provided in the Declaration;
- C. Article VII of the Declaration of Covenants, Conditions and Restrictions for Lea Terra Park ("Declaration") provides that:
 - "no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more represented appointed by the Board";
- D. Article IX, Section 1(a) of the Declaration specifies that the Association shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges on or hereafter imposed by the provisions of the Declaration.
- E. The Board of Directors deems it necessary and in the best interest of the Association and owners that a Architectural Control Committee be established to perform the duties specified in Article VII and other provisions of the Declaration to preserve the style and quality of the planned community and to protect and promote the its value.

NOW, THEREFORE, IT IS RESOLVED that Architectural review, approval, and enforcement shall be as provided below.

2005 - 2006 Board of Directors:

President: Karla Marzineck

Secretary: Dick Nichols

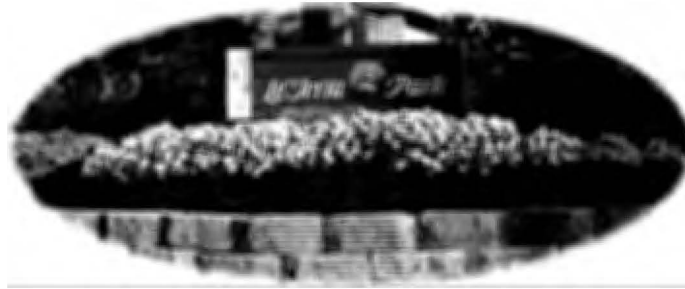
Landscape Chair: Michael McMullen

Treasurer: Betty McGill

Member at Large: Sharon Yoes

Vice President: Dick Glandon

Architecture Chair: Debra Osisit



**Lea Terra Park Homeowners Association
Resolution of the Board of Directors No. 2006-02
Architectural Review**

**ARTICLE 1
ARCHITECTURAL REVIEW**

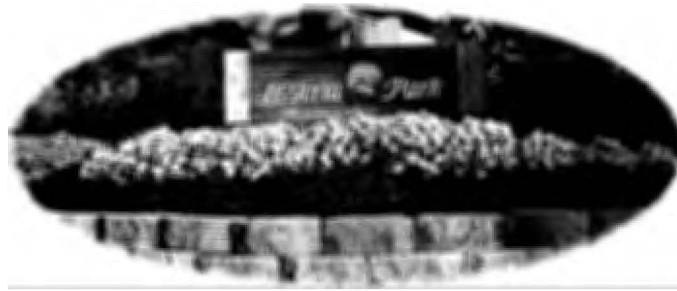
1.1 Architectural Review.

- (a) No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until an application together with such plans and specifications showing the nature, kind, shape, height, materials and locations of the same in accordance with Architectural Standards and Guidelines adopted pursuant to Article 3 below have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee (also known as "ARC") as provided in Article 4 below.
- (b) In all cases in which approval of the ARC is required by the Declaration or the By-Laws, the provisions of Articles 1 through 7 of this resolution shall apply and must have the approval of the Board of Directors.

**ARTICLE 2
ARCHITECTURAL REVIEW COMMITTEE**

2.1 Organization:- There shall be an Architectural Review Committee established as provided in this Section 2.1.

- (a) **Membership:** The committee shall consist of three (3) or more members. At least one member of the ARC shall be a member of the Board of Directors. The Board may appoint any or all of its members for the ARC and there shall be no requirement for non-Board members on the ARC, but all members must be homeowners in Lea Terra Park.
- (b) **Term of Appointment:** The term of each member of the ARC shall be for one (1) year unless lengthened or shortened by the Board of Directors at the time of appointment.
- (c) **Removal:** Any member of the ARC may be removed with or without cause by a vote of the majority of the Board of Directors.
- (d) **Vacancies:** Vacancies on the ARC shall be filled for the balance of the member's term by a vote of a majority of the Board.
- (e) **Chairperson:** The Chairperson shall be a member of the Board of Directors.



Lea Terra Park Homeowners Association
Resolution of the Board of Directors No. 2006-02
Architectural Review

2.2 Duties: The ARC shall consider and act upon the proposals or plans submitted pursuant to this Article 1 above and may take any other action permitted under this resolution.

2.3 Manner of Operation:

(a) Meetings:

- (1)** Meetings of the ARC shall be held at the call of the chairperson or the request of two (2) ARC members or in accordance with any schedule adopted by the ARC.
- (2)** All meetings of the ARC shall be open to owners, subject to the right of the members to take action as provided in Subsection (c) of this section. No owner shall be entitled to participate in meetings of the ARC unless such owner is also a member of the ARC.

(b) Rules of Procedure: Meetings of the ARC shall be conducted according to the latest edition of Robert's Rules of Order published by the Robert's Rules Association and subject to the provisions of ORS 94.657. The committee may adopt such rules as it may determine necessary to implement the provisions of this resolution.

(c) Majority Action: A majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining member or members of the ARC.

(d) Minutes and Decisions: Minutes of meetings of the ARC shall be recorded and all decisions rendered by the ARC shall be by written instrument setting forth the action taken by the members consenting thereto. The ARC shall promptly provide the Board of Directors with reports of committee activity or decisions requested all decisions need Board approval.

ARTICLE 3

ARCHITECTURAL STANDARDS AND GUIDELINES

3.1 Adoption: The procedure and specific requirements for review and approval of an application required under Section 1.1 above shall be set forth in design guidelines and standards ("Architectural Standards and Guidelines") adopted from time to time by resolution of the Board of Directors at its sole discretion.

3.2 Provisions: The Architectural Standards and Guidelines shall interpret and implement the provisions of the Declaration and By-Laws for architectural review and guidelines for architectural design and placement of improvements, including, but not



**Lea Terra Park Homeowners Association
Resolution of the Board of Directors No. 2006-02
Architectural Review**

limited to, fences, decks, porches, awnings, carports, garages, and storage structures, color schemes, exterior finishes and materials and similar features which may be used in the Planned Community and its landscaping.

**ARTICLE 4
REVIEW PROCESS**

4.1 Plan Submission

- (a) An Owner shall submit a written application for ARC approval together with plans and specifications in accordance with the Architectural Standards and Guidelines adopted pursuant to Article 2 above before any work may be commenced.
- (b) The ARC shall deliver to the Owner a written, dated receipt for the application.

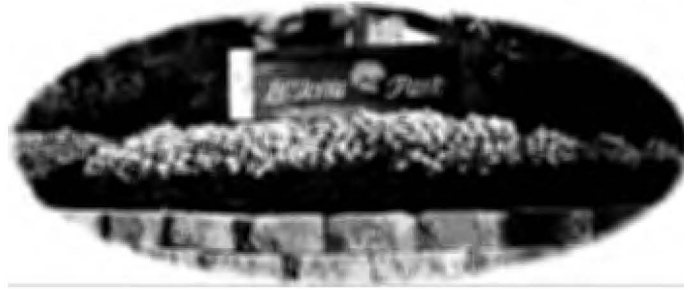
4.2 ARC Decision

- (a) The ARC shall render a written approval or denial decision with respect to the proposal within thirty (30) days after it has received all material required by it with respect to the application.
- (b) If the ARC fails to render a decision of approval or denial in writing within the time period set forth in Section 4.2 above, the application shall be deemed to have been approved by the ARC.

4.3 ARC Discretion: The ARC may, at its sole discretion, withhold approval of any proposal if the ARC finds the proposal would be inappropriate for the particular lot or incompatible with the Architectural Standards and Guidelines at the time. Considerations such as siding, shape, size, color, design, height, solar access or other effects on the enjoyment of other Lots or Common Areas, and any other factors which the ARC reasonably believe to be relevant, may be taken into consideration by the ARC in determining whether to approve or deny any proposal.

4.4 Effective Period of Consent: The ARC's approval of any proposal shall automatically be revoked ninety (90) days after issuance unless construction or other work relating to the proposal has been commenced or the owner has applied for and received an extension of time from the ARC.

4.5 Fees: The ARC may charge a reasonable application fee and charge applicants additional costs incurred or expected to be incurred by the ARC to retain architects, attorneys, engineers, landscape architects and other consultants to advise the ARC



Lea Terra Park Homeowners Association
Resolution of the Board of Directors No. 2006-02
Architectural Review

concerning any aspect of the application or compliance with any appropriate architectural criteria or standards. Such fee shall be collectible as assessments pursuant to Article XI of the By-Laws.

- 4.6 Nonwaiver, Precedent and Estoppel:** Approval or disapproval by the ARC of any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent, waiver, or estoppel impairing its right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to it.

ARTICLE 5

APPEAL OF ARC DECISION

5.1. Appeal

- (a) Any applicant or other Owner may appeal a final decision of the ARC to the Board of Directors.
- (b) Appeals shall be made in writing within fourteen (14) calendar days of the ARC's action and shall contain specific objections or mitigating circumstances justifying the appeal.

5.2. Decision By Board.

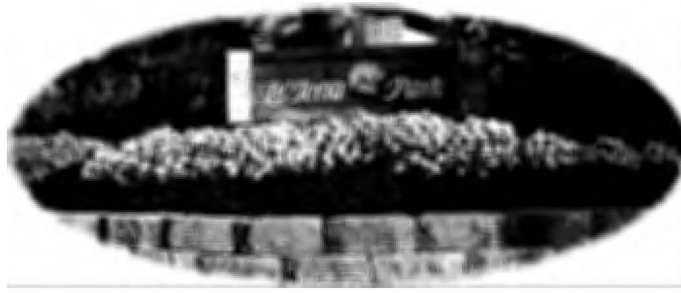
- (a) A final, conclusive decision shall be made by the Board of Directors within a 45 day time period at a board meeting.
- (b) The determination of the Board shall be final.
- (c) The applicant or owner who appealed the decision of the ARC to the Board shall be promptly notified in writing of the Board's final determination.

ARTICLE 6

INSPECTION AND NONCOMPLIANCE

6.1. Determination and Notice of Compliance.

- (a) **Inspection:** The ARC may inspect from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. The ARC will conduct a final inspection within 30 days of the completion of the work and determine whether it is in substantial compliance with the approval granted.
- (b) **Notice of Noncompliance:** If the ARC finds that the work was not performed in substantial conformation with the approval granted, or if the



Lea Terra Park Homeowners Association
Resolution of the Board of Directors No. 2006-02
Architectural Review

ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice of noncompliance shall specify the particulars of noncompliance and shall require the Owner to remedy the noncompliance by a specific date.

6.2. Noncompliance.

- (a) **Notice of Hearing:** If after receipt of a notice of noncompliance pursuant to Section 6.1(a) above, the owner fails to diligently commence to remedy such noncompliance in accordance with the provisions of the notice of noncompliance, at the expiration of the third (3rd) business day from the date of such receipt of such notice, the ARC shall provide notice of a hearing to consider the owner's continuing noncompliance. The hearing shall be set not less than seven (7) or more than thirty (30) calendar days from receipt of the notice of noncompliance.
- (b) **Hearing:** At the hearing, if the ARC finds that there is insufficient reason for the continuing noncompliance, the ARC shall determine the estimated costs of correcting it and may fine the owner for such noncompliance pursuant to a schedule of fines adopted by resolution of the Board of Directors. After such determination, the ARC shall require the owner to remedy or remove the nonconformity within a period the ARC determines reasonable.
- (c) **Continued Noncompliance:** If the Owner does not comply with the ARC's ruling within the specified period or within any extension of such period as the ARC, at its discretion, may grant, the ARC may either remove the non-complying improvement or otherwise remedy the noncompliance. Pursuant to ORS 94.709(5), the cost of any such action shall be assessed against the Owner either before or after any remedied action as provided in Article XI of the By-Laws.
- (d) **Appeal to the Board:** Any decision of the ARC under Section 6.2(b) may be appealed to the Board of Directors as provided in Section 5.1 above.

ARTICLE 7
MISCELLANEOUS

- 7.1 Liability.** Neither the ARC nor any member thereof shall be liable to any Owner, occupant, builder or other person for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided only that the member has in accordance with the actual knowledge possessed by him or her, acted in good faith. The ARC is not responsible for determining compliance with



**Lea Terra Park Homeowners Association
Resolution of the Board of Directors No. 2006-02**

Architectural Review

on account of any action or failure to act of the ARC or a member thereof, provided only that the member has in accordance with the actual knowledge possessed by him or her, acted in good faith. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Owner.

7.2 Estoppel Certificate.

- (a) Within fifteen (15) working days after written request for a Certificate of Compliance is delivered to the ARC by an Owner, and upon payment to the ARC of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner, after an inspection of the Lot by a person authorized by the ARC, a certificate executed by the chairperson of the ARC, the President of the Association or other authorized member of the ARC, certifying with respect to any Lot owned by the owner, that as of the date thereof either:
- (1) All improvements made or done upon or within such Lot by the owner that are subject to the requirements of this resolution comply with the Declaration and the By-Laws; or
 - (2) Such improvements do not comply, in which event; the certificate shall also identify the non-complying improvements and set forth with particularity the nature of such noncompliance.
- (b) The owner, owner's heirs, devisees, successors, and assigns shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between and among the ARC, the Association and all owners and such persons deriving any interest through any of them.

DATED this 27th day of June, 2006.

ATTEST:

Karla Marzineck, President

Richard Nichols, Secretary





**Lea Terra Park Homeowners Association
7925 SW Connemara Terrace
Beaverton, OR 97008-6978**

Exhibit A to Resolution of the Board of Directors No. 2006-02

Architectural Change Approval Form

In accordance with Article 4, Review Process, of Resolution of the Board of Directors No. 2006-02, Architectural Review, the Board has created the following forms.

These forms, when signed by the homeowner and the contractor, must be returned to the Architectural Review Committee (ARC) Chairperson. The ARC shall render a written approval or denial decision with respect to the proposal within thirty (30) days after it has received all material required by it with respect to the application.

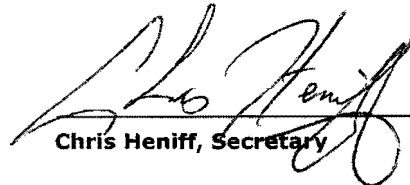
You must have approval signed by either the Architectural Review Committee Chairperson or the President of the Association before you enter into a contract with your contractor.

DATED this 16th day of June, 2011.

ATTEST:



Karla Marzineck, President



Chris Heniff, Secretary

2011 Board of Directors:

President: Karla Marzineck

Secretary: Chris Heniff

Member at Large: Sara Swartout

Vice President: Dick Glandon

Architecture Chair: Debra Ositis

Treasurer: Sharon Yoes

Member at Large: Robert Oseas





**Lea Terra Park Homeowners Association
Architectural Change Approval Form**

Office use only		
Date Rec'd:	___/___/___	
Date Reviewed:	___/___/___	
Date Approved/ Rejected:	___/___/___	
Date more info requested:	___/___/___	

Homeowner section:

(Name) (Phone day) (Phone eve)

(Property Address) (Mailing Address if different)

(City, State Zip) (City, State Zip)

Request approval for the following proposed project: _____

If the work performed does not conform to the appropriate Architectural Specifications of the Lea Terra Park Homeowners Association then I, _____, will be responsible
(Homeowner)
to have the work corrected to comply with the appropriate specifications at my cost within 30 days of notice of noncompliance and in addition I will pay a fine of \$250.00.

Proposed Contractor:

(Company Name) (Phone day) (Phone eve)

(Company) Representative (Phone day) (Phone eve)

Oregon CCB#:

(LTP HOA Architectural Chair) (Date) (Time)

If you have any misunderstanding of this document please contact your legal counsel.





**Lea Terra Park Homeowners Association
Architectural Change Approval Form**

Office use only
Date Rec'd: ___/___/___
Date Reviewed: ___/___/___
Date Approved/ Rejected: ___/___/___
Date more info requested: ___/___/___

Contractor's Section:

I, the undersigned, have been provided with a copy of the appropriate Architectural Specifications of the Lea Terra Park Homeowners Association for the work that I have been contracted to perform for

_____. By signing below I agree to fully comply with the specifications
(Homeowner name)
and that if any work performed by me should not meet the supplied specifications, I will incur the cost to correct the issue.

(Company Name) (Phone day) (Phone eve)

(Company) Representative (Phone day) (Phone eve)

(Company Address) (Mailing Address if different)

(City, State Zip) (City, State Zip)

Oregon CCB#:

(Rep.'s Signature) (Date) (Time)

(LTP HOA Architectural Chair) (Date) (Time)





Lea Terra Park Owners Association

7925 SW Connemara Terrace

Beaverton, OR 97008-6978

Resolution of The Board of Directors No. 2006-03

Adoption of Architectural Standards and Guidelines

RECITALS

- A. Article VII of the Declaration of Covenants, Conditions and Restrictions for Lea Terra Park ("Declaration") provides that no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural review committee composed of three (3) or more representatives appointed by the Board;
- B. The Board of Directors on 27 June, 2006 adopted **Resolution No. 2006-02** establishing the Architectural Control Review Committee ("ARC") and specifying it duties and responsibilities and providing a procedure for review and approval or disapproval in accordance with Article VII of the Declaration;
- C. **Resolution No. 2006-02** requires that the procedure and specific requirements for review and approval by the ARC of an application shall be set forth in design guidelines and standards ("Architectural Standards and Guidelines") adopted from time to time by resolution of the Board of Directors.

NOW, THEREFORE, IT IS RESOLVED THAT, pursuant to Article VII of the Declaration, and Resolution No. 2006-02 the Board of Directors adopts the **attached** Architectural Standards and Guidelines.

DATED this 27th day of June, 2006.

ATTEST:

Karla Marzineck, President

Richard Nichols, Secretary

2005 - 2006 Board of Directors:

President: Karla Marzineck

Secretary: Dick Nichols

Landscape Chair: Michael McMullen

Vice President: Dick Glandon

Architecture Chair: Debra Osis

Treasurer: Betty McGill

Member at Large: Sharon Yoes





**Lea Terra Park Homeowners Association
7925 SW Connemara Terrace
Beaverton, OR 97008-6978**

Exhibit A to Resolution of the Board of Directors No. 2006-03

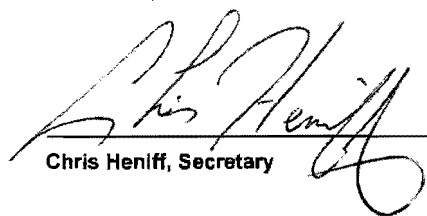
Architectural Specifications

DATED this 16th day of June, 2011.

ATTEST:



Karla Marzineck, President



Chris Heniff, Secretary

2011 Board of Directors:

President: Karla Marzineck

Secretary: Chris Heniff

Member at Large: Sara Swartout

Treasurer: Sharon Yoes

Member at Large: Robert Oseas

Vice President: Dick Glandon

Architecture Chair: Debra Ositis



**Lea Terra Park Homeowners Association
Architectural Specifications
Contents**

Building Materials	3
Siding.....	3
Paint (Exterior).....	3
Front steps/porches.....	3
Front entry doors	4
Front entry screen/security doors.....	4
Side doors	4
2nd story front deck doors.....	4
2nd story front deck flooring materials	4
Garage doors	5
Garage entry (side) doors	5
Roof.....	6
Gutters and downspouts	6
Roofing Materials	6
Skylights	6
Windows and Patio Doors– replacement or new	7
Exterior light fixtures.....	7
Backyard fences (between units)	7
Newspaper Box Post Specifications	8



**Lea Terra Park Homeowners Association
Architectural Specifications**

Building Materials

Siding

Lap Siding:¹

Cedar Beveled Siding, 1/2" x 6", Clear Vertical Grain, Resawn, 1/8" edge
Finger joined, primed, 4 1/2" reveal
recommend using 15# felt paper under siding
recommend using 6 d (penny) siding nail

Stucco panel:²

Cement Board / Weather Board by Certainteed

Vertical Trim board:²

5/4 Cedar (This trim board is a full One inch thick)
Fascia boards 2"x X" Cedar ripped to the appropriate width.

Paint (Exterior)

Rodda Paint³

Body (siding, garage doors, side doors, stucco panels):	PRO6D 383	521103
Front Doors:	PRO5H1095	532004
Black Trim:	CP99	AC909
Stucco Panels (End Units only):	PRO6F716	AC909

Caulking:¹

- Sonolastic: TX 1 This caulk works the best for bonding cedar to cement board and cement board to vinyl
- Quad caulk used wood to vinyl
- Veulken caulk used wood to wood

Front steps/porches

Since we have various kinds of front steps and front porches, the replacement should be the same as what you have in place today.
Cedar boards, stained with a clear Cedar stain, not to be painted with house paint.
Composite Wood Material in wood color, not to be painted with house paint.
Railing, Cedar wood, painted the color of the house.

¹ Available from Lakeside Lumber (503) 635-3693

² Available from Parr Lumber

³ Available from Rodda Paint & Decor Center, , 8614 SW Hall Blvd, Beaverton, OR 97008,(503) 644-6188



Lea Terra Park Homeowners Association Architectural Specifications

Front entry doors

Front entry door specification: Either Metal or Fiberglass material – 6 raised panels (Figure 1) – no glass inserts are permitted. Doors must be painted the approved paint color within 60 days of installation. Painting is the responsibility of the homeowner after replacement (see Paint section of this document for paint brand and colors.)

Front entry screen/security doors

Specifications for front entry screen/security door (new or replacement).

Colors allowed: **Black or Anodized Bronze**

Screen, glass and security bars are allowed

Painted designs in screen/ glass area is **not** allowed.

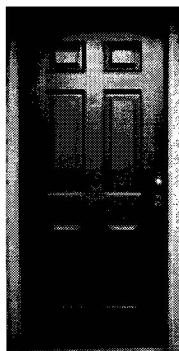


Figure 1

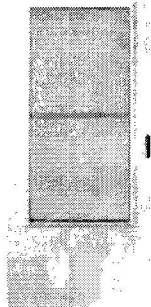


Figure 2

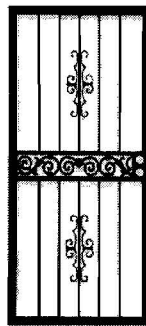


Figure 3



Figure 4

Figure 2: Combination Screen/Storm Door

Figure 3 Combination Screen/Security Door

Figure 4: Full view storm door – **note:** clear glass with gold striping

Side doors

Note: Applies only to units 1 — 24, 25, 34, 55 and 69.

Wood, Fiberglass or Steel with glass panel, appearance must be identical to what is being replaced.

2nd story front deck doors

Wood, Fiberglass or Steel with glass panel, appearance must be identical to what is being replaced.

2nd story front deck flooring materials

Deck Rite: DeckRite is a three ply laminated membrane consisting of a heavy-duty polyester fabric encapsulated between two vinyl films. Finish thickness of the membrane is 50 mils and 60 mils.

IB Flatroof: DeckShield™ membrane is a skid-resistant waterproofing system made from a composite layer of durable reinforced PVC film. Deckshield is available in three thicknesses, 50 mils, 60 mils and 80 mils.



**Lea Terra Park Homeowners Association
Architectural Specifications**

Garage doors

Garage doors specification: raised panel, double layer heavy-duty steel exterior with vinyl-coated polystyrene insulation solid doors only; windows are **not** allowed.

Single-car garage doors may have either 3 or 4 raised panels across depending on manufacturer (Figure 5).

Two-car garage doors may have either 6 or 8 raised panels across depending on manufacturer (Figure 6).

Garage doors must be painted the same color as the body of the house within 60 days of installation. Painting is the responsibility of the homeowner after replacement (see Paint section of this document for paint brand and colors.)



Figure 5



Figure 6

Garage entry (side) doors

Garage entry door specification: wood slab door (Figure 7)

Doors must be painted the same color as the body of the house within 60 days of installation. Painting is the responsibility of the homeowner after replacement (see Paint section of this document for paint brand and colors).

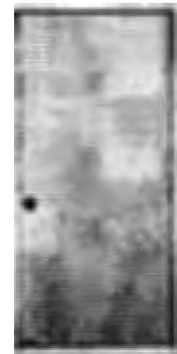


Figure 7



Lea Terra Park Homeowners Association Architectural Specifications

Roof

Gutters and downspouts

Gutters:

Continuous Fascia: 5K or 6K, Black (Figure 8)

Downspouts:

Corrugated Colonial Grey (#46) by Gutterman (Figure 9)

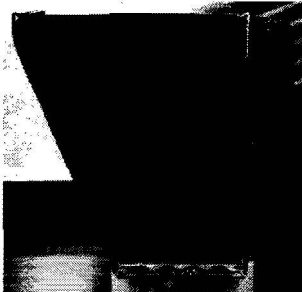


Figure 8



Figure 9

Roofing Materials

The specific concrete tile roof that was installed when Lea Terra Park was built is not longer manufactured. The board selected the following as the replacement roof material.

Certaainted Presidential Shake – color: Autumn Brown

Hip and Ridge:

High Profile Ridglass

Attic ventilation:

Granulated/stone coated Autumn Blend (painted metal not acceptable)

Felt paper:

30 lb

Drip edge:

Black

Gable flashing:

Black

Roof to wall flashing:

Brown

Chimney flashing:

Brown

Skylight flashing:

Brown

Skylights

Replacement/New Skylights must be in keeping with the appearance of builder installed skylights.

Skylights may be fixed (non-opening) or vented – manual or electric

Venetian, blackout, and roller blinds are allowed



Lea Terra Park Homeowners Association Architectural Specifications

Windows and Patio Doors– replacement or new

Specifications for replacement Windows and Patio Doors

1. What is allowed:
 - a. White Vinyl **only**
 - b. Clear Privacy glass is permitted in bathroom and garage windows only.
 - c. A maximum of 2-½ inches of white vinyl will be allowed to show on the outside.
2. What is **not** allowed:
 - a. No jump frames
 - b. No greenhouse windows
 - c. No grids or decorative enhancement
 - d. No tints are allowed except for Low-E which does not show.

Exterior light fixtures

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

(*cut-off fixtures = baffles, shades, etc.)

Color: Black or Bronze

Style: Any

Suggested Sources:

Home Depot

Globe Lighting (NW Portland, Beaverton or Lake Oswego)

Lowe's

Lamp Plus

Backyard fences (between units)

6 foot high solid style fence

Posts: 4" x 4" x 8' high pressure treated

#1 Cedar board 5/8" x 6" wide

2"x 4" Cedar cap

4" x 4" x 8' posts must be anchored in metal brackets (Figure 10), which are set in 3' deep concrete.



Figure 10



**Lea Terra Park Homeowners Association
Architectural Specifications**

Newspaper Box Post Specifications

4"x4" pressure treated wood post - 39 inches above ground

4"x4" Cedar pyramid cap for above post - available at Home Depot or Lowes (Figure 11).

24" Ground Master post system - available at Home Depot (Figure 12)

4"x4" post is anchored in Ground Master post system

Painting is the responsibility of the homeowner after replacement (see Paint section of this document for paint brand and colors)



Figure 11



Figure 12



**Lea Terra Park Homeowners Association
7925 SW Connemara Terrace
Beaverton, OR 97008-6978**

Exhibit B to Resolution of the Board of Directors No. 2006-03

Vinyl Window Installation Instructions

Existing architectural style must be maintained. What does this mean? When the project is completed, except for the new white windows the exterior of your home must look just like it did prior to replacing the windows.

1. What is acceptable:

- a. The stucco panel above and below the window or door and the vertical trim on either side of the window must be removed.
- b. The old window or door removed.
- c. The new window or door installed with the nail fins under the vertical trim on the sides of the windows or door frames and under the stucco panel above and below the window or door frame
- d. The stucco panel re-installed if the panel is in good condition or replaced with Cement Board / Weather Board by Certainteed.
- e. Under Chapter 14 of the 2007 Oregon Structural Specialty, Statute # 1405-17.1- Fiber Cement siding reads:
Panels shall be installed with the long dimension parallel to the framing.
Vertical joints shall be over framing member and shall be sealed with caulk or battens.
Horizontal joints shall be flashed with Z-flashing and blocked with solid wood framing
- f. The vertical trim boards re-installed if they are in good condition or replaced with new 5/4 Cedar.
- g. If any siding needs to be removed, it must be re-installed if it is in good condition or replaced with new.
- h. The exterior of the unit repainted after window replacement. (The homeowner is responsible for the repainting.)

2. What is not acceptable:

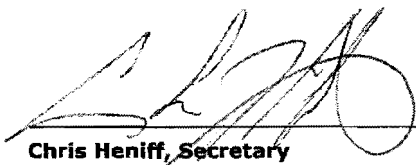
- a. Cutting the stucco panels just above and below the existing windows to allow access to the window fins.

DATED this 16th day of June, 2011.

ATTEST:



Karla Marzineck, President



Chris Heniff, Secretary

2011 Board of Directors:

Vice President: Dick Glandon
Architecture Chair: Debra Ositis

President: Karla Marzineck
Secretary: Chris Heniff
Member at Large: Sara Swartout

Treasurer: Sharon Yoes
Member at Large: Robert Oseas



**Lea Terra Park Homeowners Association
7925 SW Connemara Terrace
Beaverton, OR 97008-6978**

**Resolution of The Board of Directors No. 2010-01
Adoption of Approved Plant List**

RECITALS

A. Article VI of the Declaration of Covenants, Conditions and Restrictions for Lea Terra Park ("Declaration") provides that in addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint exterior building surfaces, and maintain trees, shrubs; grass and walkways in front of each living unit. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

B. Article VIII, Section 11 of the Declaration of Covenants, Conditions and Restrictions for Lea Terra Park ("Declaration"), as amended April 12, 2010, provides that no owner shall remove or otherwise alter any plant or tree or any landscaping or improvement in any Common Area without the written consent of the Board of Directors of the Association or its landscape committee.

NOW, THEREFORE, IT IS RESOLVED THAT, pursuant to Article VI and Article VIII, section 11 of the Declaration the Board of Directors adopts the **attached** Approved Plant List for all areas maintained by the Association.

DATED this 30th day of July 2010.

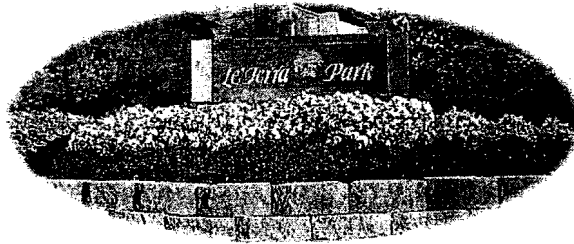
ATTEST:

Karla Marzineck
Karla Marzineck, President

Jeff Everett, Secretary
Jeff Everett, Secretary

2010 Board of Directors:

- | | | |
|---|---|--|
| Vice President: Dick Glandon | President: Karla Marzineck | Treasurer: Sharon Yoes |
| Architecture Chair: Debra Ositis | Secretary: Jeff Everett | Member at Large: Michael Halstead |
| | Landscape Chair: Roger Taylor | |
| | Member at Large: Michael W. McMullen | |



**Lea Terra Park Homeowners Association
7925 SW Connemara Terrace
Beaverton, OR 97008-6978**

Exhibit A-02 to Resolution of the Board of Directors No. 2010-01

The following list of plants was developed in consultation with our landscaper; it applies to all areas maintained by the Association. If you wish to add to or replace the landscaping in your front and side yard you need to submit a proposal with a drawing to the Landscape Committee for approval. Adherence to this list will facilitate a quicker response to your request for approval.

Ground Cover

- Cotoneaster (Little Gem or Tom thumb)
- Kinnickinnick
- Pachysandra
- Salal (up to 5' high)
- Vinca (Periwinkle)

Trees

- Dwarf Himoki Cypress
(small — great for ends of buildings)
- Flowering Pear
- Japanese Maple
- Kousa Dogwood (15-25' high)
- Styrax Japonica
(Japanese snowbell - 20-30' high)
- Cherry trees
 - Akebona Cherry tree (20-30' tall)
Vertical or Double Weeping
 - Kwanzan Cherry tree (30-40' tall)
 - Yoshino Cherry tree (40-50' tall)

Shrubs

- Azalea, evergreen (dwarf)
- Barberry (dwarf)
- Birds Nest Spruce
- Boxwood (dwarf)
- Camellia
- Chinese Holly (up to 15' tall)
- Daphne Marginata (up to 4' tall)
- Daphne odora (up to 4' tall)
- Euonymus fortune "Moonshadow"
- Hibiscus syriacus (Rose of Sharon)
- Lilac
- Mugo Pine (dwarf)
- Nandina (dwarf or low growing)
- Oregon Grape (Dwarf only)
- Pieris Japonica (Mountain Fire - 10-12' tall)
- Pyracantha (8-10'tall)
- Rhododendron
(dwarf species are more sun tolerant)
- Rhododendron
(larger species replacement for Photinia)
- Skimmia japonica or reevesiana
- Viburnum Davidii (3-5' tall)
- Viburnum Snow (snowball bush - 10'-12' tall)

DATED this 18th day of May 2011.

ATTEST:

Karla Marzineck, President

Chris Heniff, Secretary

2011 Board of Directors:

- | | | |
|---|---------------------------------------|--------------------------------------|
| Vice President: Dick Glandon | Secretary: Chris Heniff | Treasurer: Sharon Yoes |
| Architecture Chair: Debra Osisit | Member at Large: Sara Swartout | Member at Large: Robert Oseas |
| Resolution 2010-01, Exhibit A-02 | Page 1 of 1 | Effective Date: 18 May 2011 |

